

ESTTA Tracking number: **ESTTA353826**

Filing date: **06/18/2010**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92051514
Party	Defendant Reliant Management Group, L.L.C.
Correspondence Address	David W. Nance D.W. Nance, LLC 5700 Magazine Street New Orleans, LA 70115 UNITED STATES 504 717-4730
Submission	Other Motions/Papers
Filer's Name	David W. Nance
Filer's e-mail	david@dwnance.com
Signature	/David W. Nance/
Date	06/18/2010
Attachments	20100618DWN1339_USPTO_Mot for Suspension Ex 1.pdf (35 pages)(726643 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 2.pdf (3 pages)(363148 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 3.pdf (3 pages)(130080 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 4.pdf (7 pages)(25469 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 5.pdf (3 pages)(134530 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 6.pdf (3 pages)(179649 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 7.pdf (5 pages)(15230 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 8.pdf (38 pages)(1286885 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 9.pdf (30 pages)(125630 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 10.pdf (38 pages)(1480622 bytes) 20100618DWN1339_USPTO_Mot for Suspension Ex 11.pdf (3 pages)(130990 bytes)

Complaints and Other Initiating Documents

[3:10-cv-00122 Reliant Management Group, LLC et al](#)

If you need to know whether you must send the presiding judge a paper copy of a document that you have docketed in this case, click here: [Judges' Copy Requirements](#)

U.S. District Court

Northern District of Texas

Notice of Electronic Filing

The following transaction was entered by Nance, David on 1/22/2010 at 3:53 PM CST and filed on 1/22/2010

Case Name: Reliant Management Group, LLC et al

Case Number: [3:10-cv-122](#)

Filer: Reliant Management Group, LLC
Reliant Pro Rehab, LLC

Document Number: [1](#)

Docket Text:

COMPLAINT against Reliant Surgery Centers, Inc. filed by Reliant Management Group, LLC, Reliant Pro Rehab, LLC. Summons(es) not requested at this time. In each Notice of Electronic Filing the filer receives, the judge assignment is indicated in the subject line, and a link to the [Judges Copy Requirements](#) is provided. The court reminds the filer that any required copy of this and future documents must be delivered to the judge, in the manner prescribed, within three business days of filing. (Filing fee \$350; Receipt number 0539000000003091548) (Attachments: # (1) Exhibit Plaintiffs' Exhibit A, # (2) Exhibit Plaintiffs' Exhibit B) (Nance, David)

3:10-cv-122 Notice has been electronically mailed to:

David W Nance david@dwnance.com

If you have not consented to receive electronic notice, or if you are no longer an active participant in this case and you want electronic noticing to be turned off so that you will stop receiving filing notices, click [here](#), then click on "Ask a Question."

3:10-cv-122 Notice will be delivered by other means to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1004035775 [Date=1/22/2010] [FileNumber=4683310-0]
] [3b00aea2562fe3b22ece0648cecc6ad14010b5ec014c4b2f32dc06dcd5ee394f663
fd7fa2d2b6370064c04a8fcc8ad993bb402400d8d29446ed80848fb415b0a]]

Document description:Exhibit Plaintiffs' Exhibit A

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1004035775 [Date=1/22/2010] [FileNumber=4683310-1]
] [d80f96237c2e1fa4920063ad955b429ca9413d235e37b32df76c899329a5276f5d4
353176ca3c490a3b85d493b88b4f17a538a1323e70766cf64a34b8c9afd13]]

Document description:Exhibit Plaintiffs' Exhibit B

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1004035775 [Date=1/22/2010] [FileNumber=4683310-2]
] [6c7b9f931ea796db7f3180a9c7f25dd0607cec119f37ff71cd5033d70283c523d49
d7ddde383431159fe864b3100c8e46a4afd7497b07d2007578a71f0b08123]]

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM)

I. (a) PLAINTIFFS
Reliant Management Group, LLC and Reliant Pro Rehab, LLC

(b) County of Residence of First Listed Plaintiff E. Baton Rouge Parish
(EXCEPT IN U S PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
David W. Nance, 3912 Constance Street, New Orleans, LA 70115;
Tel.: 504-717-4730; david@dwnance.com

DEFENDANTS
Reliant Surgery Centers, Inc. d.b.a. Reliant Healthcare Partners, Inc.

County of Residence of First Listed Defendant Dallas County
(IN U S PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED

Attorneys (If Known)
Deborah A. Wilcox; BAKER & HOSTETLER LLP; 1900 East 9th Street, Suite 3200; Cleveland, Ohio 44114-3485; Tel: 216-861-7864;
dwilcox@bakerlaw.com

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U S Government Plaintiff

☒ 3 Federal Question (U S Government Not a Party)

☐ 2 U S Government Defendant

☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES(Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R R & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret Inc Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U S Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Lanham Act, 15 U.S.C.A. §§ 1051 et seq.
Brief description of cause:
unfair competition and service mark infringement; seeking penalties and preliminary injunction

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE _____ DOCKET NUMBER _____

DATE 01/19/2010 SIGNATURE OF ATTORNEY OF RECORD s/ David W. Nance

FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS

RELIANT MANAGEMENT
GROUP, LLC D.B.A. RELIANT
REHABILITATION and
RELIANT PRO REHAB, LLC
D.B.A. RELIANT
REHABILITATION

Plaintiffs,

v.

RELIANT SURGERY
CENTERS, INC. D.B.A.
RELIANT HEALTHCARE
PARTNERS, INC.

Defendant.

)
)
)
)
)
)
)
) Civil Action No. 3:10-cv-122
) Judge
) Date:

COMPLAINT

COUNT ONE

Plaintiffs complain against defendant and for a First Cause of Action allege:

1. This is an action for unfair competition and service mark infringement of plaintiffs' well-known name and mark RELIANT REHABILITATION. It arises under the laws of the United States, including the Federal Trademark Act of 1946, 15 U.S.C.A. §§ 1051 et seq. and the laws of the State of Texas relating to unfair competition and to trade name and service mark infringement. This court has jurisdiction over this action pursuant to 28 U.S.C.A. § 1338 and 15 U.S.C.A. § 1121, in that this is an action arising out of the Lanham Act, 15 U.S.C.A. §§ 1051 et seq. This court has supplemental jurisdiction over plaintiffs' state law trademark dilution claims pursuant to 28 U.S.C.A. § 1338(b), as those claims are joined with

a substantial and related claim under the Lanham Act.

2. This court has jurisdiction over the subject matter and the parties under 15 U.S.C.A. §§ 1121 and 1125(a) and (c), as well as the provisions of 28 U.S.C.A. §§ 1331(a); 1338(a) and (b).

3. Plaintiff Reliant Management Group, LLC (“Reliant”) is now and since May 25, 2004, has been a limited liability company organized and existing under the laws of the State of Louisiana, with its principal place of business in Baton Rouge, East Baton Rouge Parish, Louisiana.

4. Plaintiff Reliant Pro Rehab, LLC (“Reliant Pro”) is now and since August 22, 2007, has been a limited liability company organized and existing under the laws of the State of Texas, with its principal place of business in Plano, Collin County, Texas.

4. Defendant is now and, upon information and belief, was at all times mentioned in this complaint a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Addison, Dallas County, Texas. Venue as to this defendant and as to each count in this complaint lies within this District, as provided by 28 U.S.C.A. § 1391(b) and (c).

5. As a complete and independent claim for relief, plaintiffs allege unfair competition by

defendant under 15 U.S.C.A. § 1125(a). This court has jurisdiction over the subject matters and the parties to this action under 28 U.S.C.A. §§ 1332(a), (c), and 1338(b).

6. Beginning at least November 1, 2003, with one of plaintiff Reliant's members and since 2004, plaintiff Reliant has used, and its related and affiliated company Reliant Pro has also used, and are using, the trade name and service mark RELIANT REHABILITATION in connection with the promotion, advertising, conduct, and expansion of their business, which includes providing turnkey rehabilitation facilities consisting of an entire rehabilitation department to hospitals for various types of rehabilitation.

7. Plaintiff Reliant is the owner of the United States Registration of its mark RELIANT REHABILITATION for Class 44 and has continuously used the mark shown in that registration for those services since 2003. This registration, No. 3426134, was first used on July 1, 2003, and first used in commerce on November 1, 2003, and plaintiff has continuously used and has not abandoned the mark RELIANT REHABILITATION for such services. The mark RELIANT REHABILITATION was published for opposition on February 26, 2008, and then added to the principal federal register on May 13, 2008.

8. By virtue of extensive and substantial advertising, promotion of its business, sales of goods, and rendition of substantial and widespread services under the trade name, trademark, and service mark RELIANT REHABILITATION, and because of plaintiffs' maintenance of high quality standards relating to such services, the name and mark have become widely

known by the public as indicating source or origin of services and goods in plaintiff and its related and affiliated companies.

9. Plaintiffs are informed and believe, and on such information and belief allege, that sometime in 2006 defendant adopted and commenced use of the name RELIANT REHABILITATION with the intention of competing unfairly with plaintiff. Defendant has misappropriated the name RELIANT REHABILITATION by using it in the corporate name of defendant, the name of multiple hospitals in Texas, and in advertising in the manner and form shown in Exhibit A, which is attached and incorporated by reference. Since adoption of the plaintiffs' trade name and service mark RELIANT REHABILITATION by defendant, public confusion has arisen, and is likely to continue, as to the source, origin or sponsorship of defendant's rehabilitation services.

10. Plaintiffs are informed and believe, and on such information and belief allege, that defendant had actual knowledge of plaintiff's ownership of the trade name and service mark RELIANT REHABILITATION prior to the first adoption or use by defendant of such trade name and service mark.

11. Defendant has neither sought nor obtained permission of plaintiffs to use RELIANT REHABILITATION in connection with defendant's business.

12. The trade name and service mark RELIANT REHABILITATION, adopted by defendant

for use in its business, incorporates distinguishing feature of plaintiff's trade name and service mark, and its use by defendant in its business is irreparably damaging plaintiffs.

13. Defendant's use of the designation RELIANT REHABILITATION in advertising and promoting its business in the manner complained of constitutes unfair competition with plaintiffs under 15 U.S.C.A. § 1125(a) and at common law. Such use of plaintiff's name and mark RELIANT REHABILITATION constitutes a false designation of origin or a false description or representation of the source of origin of defendant's businesses and services. Such use results in unfair competition with plaintiffs, in that persons are likely to be confused or misled into the belief, contrary to fact, that defendant's business and services are sponsored by or endorsed by or emanate from plaintiff or are otherwise connected with plaintiffs or its related and affiliated companies. Such use therefore causes irreparable damage and harm to plaintiffs and to their good will in their trade name and service mark.

COUNT TWO

14. Plaintiffs complain against defendant and for a Second Cause of Action alleges:

As a complete and independent ground for relief, plaintiffs allege service mark infringement and under 15 U.S.C.A § 1114(1), and incorporates by reference Paragraphs 1 through 13 above.

15. This court has jurisdiction over the subject matter and the parties to this action under 15

U.S.C.A § 1116 and under 28 U.S.C.A. §§ 1331(a), and 1338(a).

16. Plaintiff Reliant is the owner of the United States Registration of its mark RELIANT REHABILITATION filed on August 27, 2007, published for opposition on February 26, 2008, and registered on May 13, 2008, under the number 3426134. This registration is *prima facie* evidence of its validity and substance and of plaintiff's ownership of the trade name and service mark. This registration is constructive notice of plaintiff's ownership, and is admissible as evidence in this action. A copy of this registration is attached as Exhibit B, and is incorporated by reference.

17. Plaintiff Reliant's registration is *prima facie* evidence of plaintiff's exclusive right to use the registered marks in connection with plaintiff's goods and services as provided by 15 U.S.C.A § 1115(a).

18. For a long period of time prior to the date on which defendant adopted and first used RELIANT REHABILITATION in the manner complained of, and at least as early as the respective dates shown in the registrations identified as Exhibit B, plaintiff Reliant and plaintiff Reliant Pro adopted and used the trade name and service mark RELIANT REHABILITATION in connection with the sale and advertising of their services.

19. Because of the substantial identity between the manner in which defendant has used RELIANT REHABILITATION in advertising its business and services, and the manner in

which plaintiffs have used and are using their mark, and because plaintiffs' trade name and service mark has become well known to the public, defendant's use of the trade name and service mark RELIANT REHABILITATION is likely to cause confusion, mistake, or deception at common law and within the meaning of 15 U.S.C.A § 1114(1), thereby infringing plaintiffs' registered mark to the plaintiffs' immediate and irreparable damage.

COUNT THREE

Plaintiffs complain against defendant and for a Third Cause of Action allege:

20. As a complete and independent ground for relief, plaintiffs allege trade name and service mark infringement and unfair competition by defendant at common law and incorporates by reference Paragraphs 1 through 19 above.

21. This court has jurisdiction over the subject matter and the parties to this action under 28 U.S.C.A § 1332(a) and 1338(b).

22. By virtue of both plaintiffs' long use, since at least 2003, of the name and mark RELIANT REHABILITATION in their business, and by virtue of widespread public recognition of the name and mark as indicating plaintiffs, plaintiff Reliant is the owner at common law of the name and mark RELIANT REHABILITATION in connection with plaintiffs' business and the sale and promotion of their goods and services. Plaintiffs have

established valuable good will in their trade name and service mark.

23. The designation RELIANT REHABILITATION, used by defendant as part of a trade name and/or as a service mark in advertising its business and services, so resembles plaintiffs' common-law trade name and service mark RELIANT REHABILITATION, which has become widely known by the public as indicating source or origin of plaintiffs' business and services, that it has caused and is likely to cause confusion, mistake, or deception. Such use has caused and is likely to cause persons to believe, contrary to fact, that defendant's business and the services sold or advertised by defendant under the designation RELIANT REHABILITATION originate with or are sponsored by or are in some way associated with plaintiffs, thereby infringing plaintiffs' trade name and service mark and causing plaintiffs irreparable damage and harm.

WHEREFORE, plaintiffs requests:

1. Defendant, its agents, servants, and employees, and all other persons and firms acting on behalf of or in active concert with defendant, be enjoined during the pendency of this action from using the trade name and service mark RELIANT REHABILITATION in connection with the promotion, advertising, conduct, and expansion of defendant's business or businesses, and in particular in connection with defendant's rehabilitation services
2. After final hearing of this matter, defendant, its agents, servants, and employees, and all other persons and firms acting on behalf of or in active concert with defendant, be enjoined

permanently from using the trade name and service mark RELIANT REHABILITATION, in connection with the promotion, advertising, conduct, and expansion of defendant's business or businesses, and in particular in connection with defendant's rehabilitation services.

3. All costs of suit be awarded to plaintiffs, including but not limited to reasonable attorney fees;

4. Recovery of full damages or statutory penalties if damages should prove too difficult to calculate, and

4. Such other and further relief be awarded plaintiffs as this honorable court deems just and proper.

Dated: January 22, 2010.

D.W. Nance, LLC
5700 Magazine Street
New Orleans, LA 70115
(504) 717-4730 voice
(888) 698-7007 facsimile
mail@dwnance.com
www.dwnance.com

s/ David W. Nance

David W. Nance
TX Bar No. 2401 3225



Texas Facilities

- [North Texas](#) â€™ Richardson
- [Central Texas](#) â€™ Round Rock
- [North Houston](#) â€™ Shenandoah
- [Abilene](#) â€™ Abilene
- [Dallas](#) â€™ Dallas
- [Mid-Cities](#) â€™ Bedford
- [San Antonio](#) â€™ San Antonio
- [Corpus Christi](#) â€™ Corpus Christi
- [Austin](#) â€™ Austin
- [Northwest Houston](#) â€™ Houston
- [Ft. Worth](#) â€™ Ft. Worth
- [Lakeview](#) â€™ DFW Metro

Reliant Hospital Partners and Healthcare Leadership

We are a physician-partnered hospital company with a management team that has extensive experience in inpatient rehabilitation and healthcare operations. We are focused on developing and operating free-standing rehabilitation hospitals that offer excellent patient outcomes and outstanding patient satisfaction.

We achieve this goal by:

- Providing the highest level of medical care to **Patients**.
- Offering **Excellent Clinical Programs** designed to achieve the highest level of outcomes for our patients.
- Partnering with **Leading Physicians** and **Medical/Surgical Hospitals**.
- Working closely with **Payors** to achieve excellent clinical outcomes in a **Cost-effective Manner**.
- Attracting the most **Experienced** people in the industry.

Reliant Hospital Partners has assembled an outstanding team of healthcare professionals who are well-respected in their field and are responsible for making each Reliant Rehabilitation Hospital successful.

[Read more](#)

Partnership Opportunities

Reliant currently has over 200 physician partners. We welcome physician participation because years of experience have taught us that the highest level of patient outcomes and satisfaction can only be achieved when physicians and hospitals work together, as partners, to harness the appropriate resources and services in caring for patients with physical rehabilitative needs.

We respect and appreciate our physician partners and work with them to provide excellent care for patients.

[Read more](#)



15851 Dallas Parkway, Suite 500, Addison, TX 75001

- Ph 972.308.8518
- ✆ Fax 972.308.8509



Home

For Patients

Facilities

Leadership

Partnership Opportunities

Careers

Contact

For Patients



- Home
- For Patients

Our all-inclusive rehabilitation hospitals offer a complete spectrum of adult focused treatment programs in order to assist you in regaining your functional independence following a major illness, trauma or surgery.

Reliant understands the importance of both the emotional and physical aspects of recovery and is proud of the caring and supportive environment we offer during your stay with us. Our dedicated team, led by a medical director credentialed in Physical Medicine and Rehabilitation will provide an interdisciplinary treatment plan designed to specifically meet your needs.

Who is appropriate for Inpatient Rehabilitation Services?

You would be best suited for inpatient rehabilitation services if you require the following:

- Relatively intense rehabilitation services- 3 hours of therapy a day at least 5 days a week
- Require therapy from a multidisciplinary team consisting of at least 2 therapies (i.e., occupational, physical and/or speech therapy).
- Twenty-four hour rehabilitation nursing that supports the rehabilitation goals and provides specialized nursing care.
- Close medical supervision by a physician with specialized training in rehabilitation.

The Rehabilitation Team

Our staff is carefully selected to ensure they possess the caring attitude that meets Reliant's customer service expectations. All employees complete customer service training to gain our patients' trust and loyalty.

- **Case Management-** A case manager will work with you and your family to make sure your discharge from our hospital is well coordinated and any continuing care needs you might have following discharge are met. In addition, they will keep you informed of the interdisciplinary team's treatment goals and any medical or equipment needs you might have.
- **Occupational Therapy-** Occupational Therapists will assist you with maximizing your independence with activities of daily living such as: dressing, bathing, grooming, eating and functional activities in the home and community
- **Physical Therapy-** Physical Therapists will work with you to improve your mobility and strength in order to increase your functional independence with walking, getting in and out of your bed and/or chairs, and improving your balance.
- **Physician-** Your primary physician will be a specialist in physical medicine and rehabilitation. They lead the rehabilitation team and oversee your program in order to ensure that you are able to become as independent as possible.
- **Rehabilitation Nursing-** Our nurses will assist with your medical needs as well as assisting you with skills you are working on in therapy such as: personal hygiene, mobility, self-care and communication. They are there to assist you 24 hours a day, seven days a week.
- **Speech Pathology-** Speech Language Pathologists will help you improve all areas of communication- speaking, comprehension/understanding speech, writing and reading. In addition, they can assist in addressing any problems with swallowing function.

What makes Reliant special?

- Care begins for you even before you arrive at Reliant. Specially trained professionals carefully evaluated your ability to succeed with inpatient rehabilitation while you are still in acute care or at home. We are able to answer questions and help prepare you for admittance to the inpatient rehabilitation hospital.
- Our hospital incorporates the comforts of home including a common area for meals, activities and socialization. Our rooms are all private and equipped with wireless internet access. Our hospitals are a cheerful, open, spacious, restraint-free environment where you will recover and improve.

- Reliant offers excellent patient to nurse and therapist ratios resulting in better outcomes.
- We understand the importance of family as part of your recovery team.
- Cutting edge clinical delivery of services.
- Quality patient care monitored by 3rd party patient satisfaction surveys and nationally benchmarked outcome analysis and program evaluations.
- The same team cares for you throughout your stay- guaranteeing the highest level of personal attention.
- Continuum of care to facilitate your recovery- Home assessments to assist with discharge planning, Outpatient services, community resources
- Experienced discharge planners assist you in making arrangements for a smooth transition back to home.

Specialty Areas

Specialty Programs

Reliant offers therapy programs that represent a combination of experience, expertise, and technology that creates a comprehensive and focused vision of rehabilitation.

Amputee	Burns
Aquatics	Congenital Deformity
Arthritis	Incontinence/Pelvic Floor dysfunction
Back	Parkinson Therapy
Brain Injury	Swallowing Dysfunction
Cardiovascular	Post Cardiac Surgery
Fall Prevention	Post General Surgery
Injury Prevention	Wound care
Multiple Trauma	Multiple Sclerosis
Neurological Disorders	General Rehabilitation
Orthopedic Injury/Surgery	Vestibular / Balance
Pain Management	Work Conditioning
Pulmonary	Sports Medicine
Spinal Cord Injury	Spasticity Management
Stroke	Women's Health

Specialty Equipment

Reliant's state of the art equipment allows rehabilitation to begin sooner, utilizing task specific functional exercise without the pain. Progressive exercise is the key for a rapid recovery.

VitalStim® is the only dysphagia (swallowing dysfunctions) therapy backed by compelling clinical data and cleared by the Food and Drug Administration (FDA). VitalStim therapy uses small electrical currents to stimulate the muscles responsible for swallowing.

Bioness H200® is a neuroprosthetic system that helps patients with upper-limb paralysis regain hand control. The H200 surrounds a patient's hand and forearm for proper limb positioning. Five surface electrodes integrated into the H200 stimulate and activate the hand. The H200 can improve hand and arm performance with activities of daily living and assist in a greater feeling of independence.

Bioness L300® is a functional electrical stimulation system designed to help patients with neurological disorders affecting the lower extremities. Its purpose is to stimulate muscle re-education, prevent atrophy and promote a more natural walking pattern. It facilitates a quicker stride with improved steadiness and confidence with return to a more normal lifestyle.

Lite Gait®, help client's regain a more normal walking pattern after lower extremity paralysis or weakness from a stroke, brain injury or spinal cord injury. The harness suspension supports as much body weight as needed to allow the legs to move in a walking pattern without fear of falling. The client's physical therapist can start them at a very slow speed on the treadmill while helping them to move their legs correctly. As they get stronger the LITE GAIT® device can provide assistance as they move from treadmill walking to walking across the ground.

- Obtain supported suspension for safer, more effective gait training as well as moving from sit to stand
- Achieve controlled reduction of weight bearing load
- Increase or decrease the weight bearing load on the weaker side of the body
- Learn to walk with proper upright posture
- Use an assistive device while being supported over ground
- Begin gait training much earlier in the rehabilitation process, and at a lower level of function
- Have improved interaction with the therapist
- Experience a sense of accomplishment by successfully completing therapy sessions

Wii® is used to improve balance, endurance and coordination of movement while participating in a simulated activity on a television screen. It is both fun and challenging. The Wii can be used with patients in a wheelchair or in a standing position. The activity can help develop the skills needed to return to the patient's own desired leisure activity, hobby

or sport.

Biodex Balance System is used to assess the physical risks of falling through a series of tests. Normal balance is controlled by a complex combination of visual, muscular and neurologic systems. Together, these factors keep us from falling when we encounter an unexpected disturbance. Testing and the use of this device will improve an individual's ability to remain upright under challenging conditions.

- Balance training includes proprioceptive and stabilization exercise, range of motion and weight shift exercises
- Objective documentation with printed color reports that track progress and document outcomes
- Stores data and maintains patient records to track progress

Computerized Augmentative Communication/Cognitive Software assists in the rehabilitation and re-learning of communication, memory, problem solving and reasoning skills related to aphasia.







Bariatric Equipment Reliant respects the fact that the human population is growing larger. Obesity is the cause of many health problems. It is essential to have equipment to assist patients to become mobile. Bariatric beds, chairs, bathroom safety equipment, ambulatory devices, standing frames, tilt tables and other special equipment serve patients over 300 pounds. We have specialized rooms available to allow safe mobility for these patients and equipment to meet their needs.

Treatment

We are dedicated to providing the most advanced therapy techniques with the best outcomes for all of our patients.

- Activities of Daily Living Skills Training
- Adaptive techniques & equipment training
- Aerobic / physical fitness training
- Animal Assisted Pet Therapy
- Aquatics
- Biofeedback
- Body Mechanics
- Cognitive/Perceptual Re-training
- Communication/Language
- Core Strengthening
- Cranial sacral therapy
- Deep Pharyngeal Neuromuscular Stimulation
- Electrotherapy
- Energy Conservation / Work Simplification
- Joint manual therapy
- Manual Decompression
- Manual therapy
- McKenzie Back training
- Medication Management
- Mobility Skills - Outdoor mobility courtyard/obstacle course
- Modified Barium Swallows
- Myofascial Release
- Neuro Developmental Treatment techniques
- Neuromuscular massage
- Pain Relief Techniques
- Patient/Family individualized education
- Pelvic floor therapy
- Plyometric Exercises
- PNF-Peripheral Neuromuscular Facilitation
- Postural Exercises



-  Progressive gentle stretching
-  Soft Tissue therapy
-  Therapeutic Activities directed at improving community re-entry skills
-  Tone/Spasticity Management
-  Trigger Point Release
-  Ultrasound

Locations

For information on our other Rehabilitation Hospitals, please [click here](#).

Learn More

Privacy Policy

To learn more about our facilities, visit their websites:

 **North Texas**
Richardson, Texas

 **Central Texas**
Round Rock, Texas

For More Information

For more information, please contact:

Reliant Healthcare Partners

15851 Dallas Parkway
Suite 500
Addison, TX 75001
Ph 972.308.8518
Fax 972.308.8509



15851 Dallas Parkway, Suite 500, Addison, TX 75001

- Ph 972.308.8518
| Fax 972.308.8509


[Home](#)
[For Patients](#)
[Facilities](#)
[Leadership](#)
[Partnership Opportunities](#)
[Careers](#)
[Contact](#)

Facilities



- [Home](#)
- [Facilities](#)



3351 Waterview Parkway
Richardson, Texas 75080
972.398.5700

Reliant Rehabilitation Hospital – North Texas

Reliant Rehabilitation Hospital North Texas, designed solely to provide the highest quality of rehabilitative care, is North Texas' newest hospital. Our brand new state-of-the-art facility features 50 private patient rooms with flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family.

- [Visit the North Texas Facility site](#)



1400 Hesters Crossing
Round Rock, TX 78681
512.244.4400

Reliant Rehabilitation Hospital – Central Texas

Reliant Rehabilitation Hospital Central Texas offers 50 private rehabilitation rooms and 25 private skilled nursing rooms to serve patients in Travis County and Williamson County. All patients enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our Central Texas hospital offers specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

- [Visit the Central Texas Facility site](#)



Reliant Rehabilitation Hospital – North Houston



Shenandoah, TX

Scheduled to open in 4th Quarter 2008, Reliant Rehabilitation Hospital North Houston will offer 60 private rehabilitation rooms to serve patients in North Harris County and Montgomery County. All patients will enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our North Houston hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

- [Visit the North Houston Facility site](#)



Reliant Rehabilitation Hospital – Abilene

Abilene, TX

Scheduled to open in 3rd Quarter 2009, Reliant Rehabilitation Hospital Abilene will offer 30 private rehabilitation rooms. All patients will enjoy flat-screen televisions in their rooms with private shower and bathroom. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our Abilene hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

For more information, please contact elytle@relianthcp.com.



Reliant Rehabilitation Hospital – Dallas

Dallas, TX

Scheduled to open in 1st Quarter 2010, Reliant Rehabilitation Hospital Dallas will offer 40 private rehabilitation rooms and 20 private skilled nursing rooms. All patients will enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our Dallas hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

For more information, please contact elytle@relianthcp.com.



Bedford, TX

Reliant Rehabilitation Hospital â€™ Mid-Cities

Scheduled to open in 1st Quarter 2010, Reliant Rehabilitation Hospital Mid-Cities will offer 40 private rehabilitation rooms and 20 private skilled nursing rooms. All patients will enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our Mid Cities hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

For more information, please contact elytle@relianthcp.com.



Reliant Rehabilitation Hospital â€™ San Antonio

San Antonio, TX

Coming soon! Reliant Rehabilitation Hospital San Antonio will offer 40 private rehabilitation rooms and 20 private skilled nursing rooms. All patients will enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our San Antonio hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

For more information, please contact elytle@relianthcp.com.



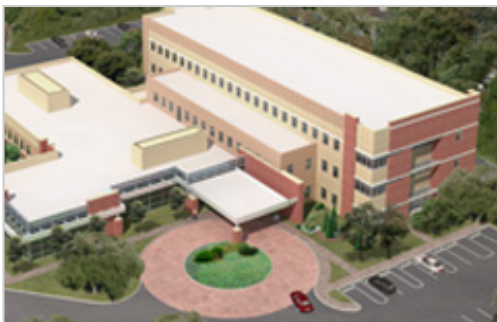
Corpus Christi, TX

Reliant Rehabilitation Hospital â€™ Corpus Christi

Coming soon! Reliant Rehabilitation Hospital Corpus Christi will offer 40 private rehabilitation rooms and 20 private skilled nursing rooms. All patients will enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to

friends and family. In addition, our Corpus Christi hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

For more information, please contact elytle@relianthcp.com.



Austin, TX

Reliant Rehabilitation Hospital â€™ Austin

Coming soon! Reliant Rehabilitation Hospital Austin will offer 40 private rehabilitation rooms and 20 private skilled nursing rooms. All patients will enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our Austin hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

For more information, please contact elytle@relianthcp.com.



Houston, TX

Reliant Rehabilitation Hospital â€™ Northwest Houston

Coming soon! Reliant Rehabilitation Hospital Northwest Houston will offer 40 private rehabilitation rooms and 20 private skilled nursing rooms. All patients will enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our Houston hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

For more information, please contact elytle@relianthcp.com.



Reliant Rehabilitation Hospital â€™ Ft. Worth

Ft. Worth, TX

Coming soon! Reliant Rehabilitation Hospital Ft. Worth will offer 40 private rehabilitation rooms and 20 private skilled nursing rooms. All patients will enjoy flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family. In addition, our Ft. Worth hospital will offer specialized programs specifically for orthopedic patients undergoing knee or hip replacement surgery.

For more information, please contact elytle@relianthcp.com.



Reliant Rehabilitation Hospital â€™ Lakeview

DFW Metro

Coming soon! Reliant Rehabilitation Hospital North Texas, designed solely to provide the highest quality of rehabilitative care, is North Texas' newest hospital development. Our brand new state-of-the art facility features 50 private patient rooms with flat-screen televisions, oversized shower and bathroom, personal desk and wood floors. Wireless internet and spacious lounge areas provide comfort and encourage patients to stay connected to friends and family.

For more information, please contact elytle@relianthcp.com.

15851 Dallas Parkway, Suite 500, Addison, TX 75001

- Ph 972.308.8518
| Fax 972.308.8509



Home

For Patients

Facilities

Leadership

Partnership Opportunities

Careers

Contact

Leadership



- Home
- Leadership

This experience of our senior management team combined with our passion for what we do has enabled us to create a company focused on trust, quality, ethics and relationships.

Trust

Embracing trust, we communicate and treat our patients and each other with dignity and respect.

Quality

Striving for continuous improvement and responding vigorously to change, we deliver care and service with excellence and experience.

Ethics

Adhering to the highest standards of ethical conduct, we act with integrity in all that we do.

Relationships

Building and sustaining strong relationships, we work with our patients, associates, physicians and our community to provide positive outcomes.

Our Senior Management Team:

Emmett E. Moore

Chief Executive Officer

Emmett has over 30 years of experience in the healthcare industry. Prior to Reliant Healthcare Partners, Mr. Moore was the Executive Vice President and Chief Development Officer with Medical Care America, Inc. ("MCA"), which was one of the nation's largest surgery center companies. In addition, Emmett had previously served as the Chief Financial Officer at MCA. After completing the sale of MCA's 100 surgery centers to Hospital Corporation of America, ("HCA"), Emmett became the CEO of a physician practice management company, Physicians Resource Group, Inc. In this position, he also acquired or developed another 46 single-specialty eye centers. Additionally, he has spent years engaged in private consulting and investing related to the healthcare industry including surgery centers, healthcare services and physician groups.

Mr. Moore is a CPA and attorney and holds both a Juris Doctor in Law and a Masters in Accounting degrees from The University of Texas in Austin.

Ellen Lytle

Executive Vice President, Business Development

Ellen has over 20 years of experience in healthcare marketing and sales, managed care contracting, hospital development and physician practice management. Prior to joining Reliant Healthcare Partners, she was a Regional Director of Business Development for HealthSouth where she was responsible for the sales and marketing functions for 32 free-standing rehabilitation hospitals in the south and southwest. Prior to HealthSouth, she worked with HCA as the Vice-President of Marketing for a 500-bed facility and as the Regional Director of Marketing for 15 acute care hospitals in North Texas. Additionally, she served as the Regional Director of Network Development for a 120-member physician practice management organization.

Chester Crouch

Executive Vice President and Chief Operating Officer

Chester has over 15 years of leadership experience in both acute and post-acute settings. Mr. Crouch spent 8 years with the East Texas Medical Center healthcare system (15 hospitals) taking on progressive roles and assisting with the leadership of the Post-Acute Care Division that included a rehabilitation hospital, LTAC hospital, multiple outpatient centers and Sports Medicine and Wellness. Chester also spent 2 years as Assistant Chief Executive Officer with Health Management Associates (HMA) at a 176-bed acute care facility. Most recently, he was the CEO of a very successful HealthSouth rehabilitation hospital that was consistently ranked as a top-performing hospital achieving superior clinical outcomes and routinely exceeding growth and financial expectations.

Chester is a Certified Healthcare Executive with the American College of Healthcare Executives and holds an MBA degree from the University of Texas at Tyler and is also a licensed Physical Therapist.

Phil Parker

Senior Vice President and Chief Information Officer

He has over 15 years of healthcare information technology leadership experience in multiple organizations including public and privately held companies and not-for-profit organizations. Prior to joining Reliant he was CIO at United Surgical Partners International. During his nine year tenure with USPI, he led IT strategy and operations in support of the company's growth from 8 to 160 surgical facilities. Before joining USPI he was Director of Information Services at United Dental Care, Inc., where he was responsible for development, deployment, and management of all business and financial systems. Mr. Parker earned a B.S. degree in Economics, and a Master of Business Administration degree, from the University of Texas at Arlington. He is a member of the Society for Information Systems Management.

Rod Abels

Senior vice President and Chief Financial Officer

Prior to joining Reliant, Rod spent over 30 years in public accounting and was a partner with KPMG, LLP for 16 years. His practice included both private and public companies and was primarily a transaction based practice which included mergers, acquisitions and strategic financial alternatives.

Mr. Abels is a CPA and holds a Master of Business Administration degree from the University of Texas at Dallas.

Don H. Pace

Senior Vice President and General Counsel

Don spent 28 years as a partner with the international law firm of Baker Hostetler and has a strong background in business and legal matters. After leaving the practice of law, Don joined a leverage buyout firm in New York, New York where he was involved in many acquisitions. Don left that firm to do his own leverage buyout and was a successful builder of companies. As an attorney with Baker & Hostetler, his clients included the NFL and extensive negotiations with owners of NFL teams. His other clients included E.W. Scripps, S.I. Newhouse, NY Times and other media clients. Don's leveraged buyout was a small insurance company in Tucson, AZ. Using a \$27 million leveraged buyout financing Don built it from \$18 million in net premiums written to \$200 million in net premiums written in five years and took the company public after only 3 years.

Mr. Pace earned his JD degree from Case Western Reserve University in 1964 and his BS degree in Accounting and Economics from Florida State University in 1961.

Tracey Nixon

Vice President, Legislative Affairs, Chief Compliance Officer

Tracey brings over 18 years of diverse experience in healthcare and rehabilitation to Reliant. She spent 12 years with HealthSouth serving in progressive roles of leadership including Director of Clinical Services, CEO, Regional Director of Clinical Operations, and National Director of Clinical Operations with responsibility for 100 HealthSouth hospitals. In these roles, she had a significant impact on clinical outcomes, operational efficiencies, and program development. Tracey most recently served as Executive Vice President/Chief Operating Officer at Sante Rehabilitation Group, a private company offering ambulatory outpatient and home health services.

Tracey received her Masters in Science and Bachelors in Science degrees from Texas Christian University in Ft. Worth, Texas. Tracey is also a licensed Speech Language Pathologist and has spent many years active in research and has published in many medical journals and texts.

Cindy Nelson

Vice President, Clinical Services

Cindy has over 32 years of experience working in the area of physical rehabilitation in Home Healthcare Services, Acute Care, Inpatient Rehabilitation Facilities, Skilled Nursing Services and Academia. Mrs. Nelson is a licensed Occupational Therapist and was most recently the Director of Clinical Services at a very successful HealthSouth Rehabilitation Hospital. While at HealthSouth, she managed both Inpatient and Outpatient Therapy Services with two outside clinics, Case Management, Respiratory Therapy, Radiology and an accredited Sleep Lab. Additionally, Cindy has held the position of Senior Staff or Chief Therapy positions at Oak Forest Hospital in Chicago, Washington Hospital Center in Washington D.C., Methodist Midtown Hospital in Omaha, and at the Palm Beach General Care Facility.

Cindy is a graduate of the University of Wisconsin, Madison and has gone on to teach at Howard University in

Washington, D.C., Palm Beach Junior College, and Creighton University in Omaha.

Jeff Crawford

Vice President, Business Development

Jeff has 10 years of experience in business development and marketing of Inpatient Rehabilitation and LTAC services in the greater Houston market. The last 2 years have been spent in new hospital development in the Houston area and south Texas. He has been very successful in new business, project development and partner recruiting for Reliant Healthcare Partners.

Randy Penny

Vice President, Business Development

With over 15 years experience in the healthcare industry as a Registered Nurse, Randy has been successful in business development, physician syndication, marketing as the senior liaison and case manager. During his career he also served as Director of Nurses for VNA in Northeast Texas. Randy has also owned and operated an independent brokerage office where he sold securities, insurance and annuities. He currently maintains a Series 7 securities license.

Johnny Donnell

Vice President, Support Services

With over 25 years experience in the healthcare industry, Johnny has held positions such as Director of Engineering for American Medical International (AMI) and Director of Integrated Services for Texas Health Resources (THR). He has an extensive background in new-project leadership and management, having successfully overseen both new and expanded construction for large acute care facilities. For the past seven years, Johnny was a member of the executive team of HealthSouth Dallas where he was Director of Plant Operations and the hospital Safety Officer. A former sergeant in the US Army, Johnny worked four years as an electrical apprentice and successfully completed "Design for Development", a two-year hospital engineering course with Texas State Technical Institute (TSTI).

Mary Alexander

Vice President, Regulatory Affairs

Mary has over 30 years experience in the healthcare industry, primarily in the inpatient rehabilitation, ambulatory surgery, practice management, acute care, and Hospice sectors. Ms. Alexander has held various positions including Director of Surgery, Director of Quality/Risk Management, Area Director of Hospice, Regional Director of Practice Management, Director of Clinical Operations and Development of surgical hospitals and most recently Director of Patient Care Services, and Interim CEO of a very successful inpatient rehabilitation hospital with well know organizations as HealthSouth, Vista Care, HCA, and Kelsey-Seybold Clinic, Clinic. Mary's expertise and interest is reflected in her successful leadership of facilities in the areas of regulatory compliance, accreditation, quality improvement, and operational outcomes.

Mary is a Registered Nurse and holds a Masters degree in Healthcare Management from the University of Texas at Dallas. She is a Certified Professional in Healthcare Quality (CPHQ), serves on the board of the North Texas Quality Association and is a member of the National Association for Healthcare Quality.

Patricia Weigel

Vice President, Financial Services

Patricia has 31 years of healthcare experience. Most recently, Patricia spent the last 5 years as Chief Financial Officer of a HealthSouth hospital overseeing the business office, admissions, IT, HIM, and financial operations. Under her financial leadership, the facility maintained one of the highest performing financial and business office operations in the company. Mrs. Weigel also spent 6 years with Richardson Regional Medical Center as a Practice Administrator for their urgent care center, physician practices, and Senior Health Care facility.

April Maldonado

Vice President, Human Resources

April has 11 years experience in the healthcare industry. April has held various positions in the Human Resources field with such well known organizations such as HealthSouth, Tenet, and Health Management Associates. Her areas of responsibility include human resource management services, organizational development, civil rights, employee and labor relations, compensation and benefits, workers compensation, training and career development, and employee programs.

Tracy Penny

Vice President, Marketing

As a Registered Nurse, Tracy has over 20 years of experience in the healthcare industry, working in critical care, organ and tissue transplant coordination, home health, inpatient & outpatient rehabilitation and hospital community development. She has been very successful in building new business through programs and business development. While developing and securing customer loyalty through strong relationships, Tracy has over 15 years of successful rehabilitation hospital development and marketing experience. Mrs. Penny has actively served on the executive boards of the American Lung Association, American Stroke Association, College Education Planning committee, Northeast Trauma Regional Advisory Council, RAC-F and various other affiliations for more than 15 years.

15851 Dallas Parkway, Suite 500, Addison, TX 75001

- Ph 972.308.8518
- Fax 972.308.8509



Partnership Opportunities



- [Home](#)
- [Partnership Opportunities](#)

Our mission is to work with the leading physicians in each community to build outstanding rehabilitation hospitals. Our physician partners work with us on site selection, determining the facility size and services offered and helping us to identify other physician partners. Our goal is to empower physicians to provide the best rehabilitative care to their patients.

As our hospitals become operational, our physician partners as well as other physicians practicing at the facility work together with Reliant to help select the hospital's management team, develop clinical care protocols and serve as Advisory Board members.

Our patient focused, physician-partnered approach allows Reliant to become the leading provider of rehabilitation care in the communities we serve. We believe that by working together, we can provide exceptional patient care and generate acceptable financial returns for our physician partners.

If you are interested in hearing more about Reliant Healthcare Partners' partnership opportunities, please call us at 972-308-8518 or email us at elytle@relianthcp.com.

For More Information

For more information regarding partnership opportunities, please contact:

Ellen Lytle

EVP, Business Development
15851 Dallas Parkway
Suite 500
Addison, Texas 75001
Ph 972.308.8518 / 214.549.3138
Fax 972.308.8509
elytle@relianthcp.com



15851 Dallas Parkway, Suite 500, Addison, TX 75001

- Ph 972.308.8518
• Fax 972.308.8509

[Home](#)[For Patients](#)[Facilities](#)[Leadership](#)[Partnership Opportunities](#)[Careers](#)[Contact](#)

Careers



- [Home](#)
- [Careers](#)

Outstanding Professional Environment

- Fast-paced, active and dynamic
- Multi-disciplinary treatment team approach to care
- State-of-the-art facility, practices, technology and systems
- Electronic Medical Record Clinical Documentation

Professional Satisfaction

- Culture of appreciation and respect
- Sense of challenge, accomplishment, and inspiration
- Continuum of care
- Inpatient and Outpatient services
- Being among the best in your field
- Excellent staff-to-patient ratio

Convenience and Lifestyle Options

- Flexible scheduling with full-time, part-time, and per diem positions, 12 hours shifts in Nursing

Career Advancement

- Supportive orientation and mentoring program
- Clinical excellence recognized and supported

Benefits Summary

Benefits are an important part of an employee's compensation package and we make a significant investment by offering a comprehensive benefit plan. Employees have the option to select the benefits that they feel provide the best value and protection for their health and income. We offer a range of choices to assist employees make the most of their benefits. If you become an employee with our organization, you will receive detailed information about each benefit program we offer, including our eligibility requirements.

- Medical/Dental/Vision Insurance Plans
- Short Term & Long Term Disability
- Basic Life & Supplemental Life Insurance
- Dependent Life Insurance
- 401K Retirement Plan

Learn More

To learn more, visit our Reliant facility websites:

- [North Texas](#)
Richardson, Texas
- [Central Texas](#)
Round Rock, Texas
- [North Houston](#)
Shenandoah, Texas

To Apply

- [Download PDF](#)



- PTO - Paid Time Off
- Employee Recognition & Activities Programs
- Free Continuing Education through our Reliant University
- Jury Duty & Bereavement Pay



For details on our available employment opportunities, please contact:

Reliant Rehabilitation Hospital North Texas

Human Resources Department
3351 Waterview Parkway
Richardson, TX 75080
Ph 972.398.5855
Fax 469.467.4497
employment@relianthcp.com

Reliant Rehabilitation Hospital Central Texas

Human Resources Department
1400 Hesters Crossing
Round Rock, Texas 78681
Ph 512.244.4472
Fax 512.244.4703
centraltexasemployment@relianthcp.com

Reliant Rehabilitation Hospital North Houston

Human Resources Department
117 Vision Park Blvd.
Shenandoah, TX 77384
Ph 936.444.1735
Fax 936.444.1980
northhoustonjobs@relianthcp.com

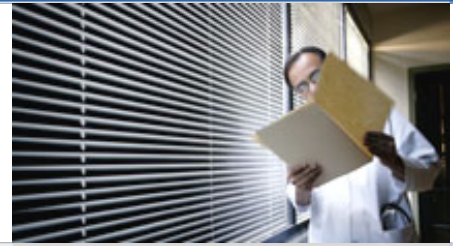
Reliant Rehabilitation Hospital Abilene

Ph 972.398.5856
Fax 469.467.4497
abilenejobs@relianthcp.com

Reliant Healthcare Partners Is An Equal Opportunity Employer

It is the policy of this facility to provide equal opportunity to persons regardless of race, religion, age, gender, disability or any other classification in accordance with federal, state and local statutes, regulations and ordinances.

Contact



- [Home](#)
- [Contact](#)

First Name*

Last Name*

Email*

Phone

Regarding
Address
Message

Reliant Healthcare Partners

15851 Dallas Parkway
Suite 500
Addison, Texas 75001
Ph 972.398.5844 / 903.277.1112
Fax 972.398.5860
tpenny@relianthcp.com

For details on our available employment opportunities, please contact the Human Resources Department.
Human Resources Department
3351 Waterview Parkway
Richardson, TX 75080
Ph 972.398.5855
Fax 469.467.4497
employment@relianthcp.com



15851 Dallas Parkway, Suite 500, Addison, TX 75001

- Ph 972.308.8518
- Fax 972.308.8509



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Tue Nov 25 04:08:41 EST 2008

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[TARR Status](#) [ASSIGN Status](#) [TDR](#) [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)



Word Mark	RELIANT REHABILITATION
Goods and Services	IC 044. US 100 101. G & S: Physical rehabilitation; Providing physical rehabilitation facilities. FIRST USE: 20030700. FIRST USE IN COMMERCE: 20031100
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	01.15.15 - Fire (flames), emanating from objects, words or numbers 26.15.03 - Incomplete polygons and polygons made of broken or dotted lines; Polygons (incomplete); Polygons made with broken lines 26.15.21 - Polygons that are completely or partially shaded
Trademark Search Facility Classification Code	INAN Inanimate objects such as lighting, clouds, footprints, atomic configurations, snowflakes, rainbows, flames SHAPES-COLORS-3-OR-MORE Design listing or lined for three or more colors SHAPES-GEOMETRIC Geometric figures and solids including squares, rectangles, quadrilaterals and polygons
Serial Number	77264934
Filing Date	August 27, 2007
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	February 26, 2008
Registration Number	3426134
Registration Date	May 13, 2008
Owner	(REGISTRANT) Reliant Management Group, L.L.C. DBA Reliant Rehabilitation LTD LIAB CO LOUISIANA Suite A 11959 Bricksome Avenue Baton Rouge LOUISIANA 70816
Attorney of Record	David W. Nance

Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "REHABILITATION" APART FROM THE MARK AS SHOWN
Description of Mark	The color(s) red, blue, black and white is/are claimed as a feature of the mark. The mark consists of a solid white background; on the left and centered vertically is a vertically split pentagon tilted to the left with a red side on the left, a blue side on the right and the white background visible in the hollowed center with a red flame rising from the bottom of the red, left side vertically upwards almost to the top of the blue right side of the pentagon; immediately to the right of the pentagon are the words in black " Reliant " on top of "Rehabilitation" both aligned on the left with the first word extending half as far to the right as the second word. .
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

[TESS HOME](#)[NEW USER](#)[STRUCTURED](#)[FREE FORM](#)[BROWSE DICT](#)[SEARCH OG](#)[TOP](#)[HELP](#)

[|.HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS

RELANT MANAGEMENT)		
GROUP, LLC D.B.A. RELANT)		
REHABILITATION and)		
RELANT PRO REHAB, LLC)		
D.B.A. RELANT)		
REHABILITATION)		
	)	Plaintiffs,	
)		
)		
)		
RELANT SURGERY)		
CENTERS, INC. D.B.A.)		
RELANT HEALTHCARE)		
PARTNERS, INC.)		
	)	Defendant.	

WAIVER OF SERVICE OF SUMMONS AND NOTICE OF LAWSUIT

To: David W. Nance

I acknowledge receipt of your request that I waive service of a summons in the action of *Reliant Management Group, LLC d.b.a. Reliant Rehabilitation and Reliant Pro Rehab, LLC d.b.a. Reliant Rehabilitation v. Reliant Surgery Centers, Inc. d.b.a. Reliant Healthcare Partners, Inc.*, which is case number 3:10-cv-122 in the United States District Court for the Northern District of Texas (Dallas). I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this

lawsuit by not requiring that the entity on whose behalf I am acting be served with judicial

process in the manner provided by Rule 4.

The entity on whose behalf I am acting will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons. I understand that a judgment may be entered against the party on whose behalf I am acting if an answer or motion under Rule 12 is not served on you within 30

days after ~~April~~ ^{May} 29, 2010. *ELW*

Dated: May 26, 2010

Signature: *Emmett E. Moore*
Emmett E. Moore, as President, C.E.O., and registered agent for service of process for
Reliant Surgery Centers, Inc. d.b.a. Reliant Healthcare Partners, Inc.

15851 Dallas Parkway, Suite 500, Addison, TX 75001

Telephone Number _____

Fax Number _____

7007 2560 0003 2509 6934

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

NEW ORLEANS LA 70115

Postage \$ 00.44

Certified Fee \$2.80

Return Receipt Fee
(Endorsement Required) \$2.30

Restricted Delivery Fee
(Endorsement Required) \$0.00

Total Postage & Fees \$ 05.54

0001

04

Postmark
Here

05/25/2010

Sent To

D.W. Nance, LLC

Street, Apt. No.,
or PO Box No.

3912 Constance Street

City, State, ZIP+4

New Orleans, LA 70115

ATTN: David W. Nance

PS Form 3800, August 2009

See Reverse for Instructions

7007 2560 0003 2509 6934

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

NEW ORLEANS LA 70115

Postage \$ 00.44

Certified Fee \$2.80

Return Receipt Fee
(Endorsement Required) \$2.30

Restricted Delivery Fee
(Endorsement Required) \$0.00

Total Postage & Fees \$ 05.54

0001

04

Postmark
Here

05/25/2010

Sent To

D.W. Nance, LLC

Street, Apt. No.,
or PO Box No.

3912 Constance Street

City, State, ZIP+4

New Orleans, LA 70115

ATTN: David W. Nance

PS Form 3800, August 2009

See Reverse for Instructions

DAVID W. NANCE
Florida/Louisiana/New York/Texas

ISMAIL AMIN of counsel
California/Nevada

THOMAS D. DUNN of counsel
Louisiana

DANA R. MOORE of counsel
Texas

D.W. NANCE LLC

Attorneys & Counsellors at Law
www.dwnance.com

AUSTIN - NEW ORLEANS

MANAGING MEMBER OF
NANCE GROUP, LLC
www.nancegroup.com

P.O. BOX 727
LIBERTY HILL, TX 78642
(512) 961.7127

5700 MAGAZINE STREET
NEW ORLEANS, LA 70115
(504) 717.4730

(888) 698.7007 FAX
mail@dwnance.com E-MAIL
dwnance SKYPE

EIN No. 26-0773016

July 19, 2009

Via CMRRR No. 7007 1490 0003 3093 5742

***Facsimile Message: 216-696-0740 Melanie S. Corcoran, Esq.
972-398-5860 Reliant Healthcare Partners***

***Electronic Message: tpenny@relianthcp.com Reliant Healthcare Partners
mcorcoran@bakerlaw.com Melanie S. Corcoran, Esq.***

Reliant Hospital Partners, LLC
15851 Dallas Parkway, Suite 500
Addison, TX 75001

Re: DWN 1339; Infringement of United States Registered
Trademark No. 77,264,934 RELIANT REHABILITATION

To Whom It May Concern:

This firm represents Reliant Management Group, LLC ("RMG"), a Louisiana limited liability company with headquarters in Baton Rouge, Louisiana. RMG offers rehabilitation services under the service mark RELIANT REHABILITATION ("Registered Mark") which are offered in Texas as well as elsewhere. Our attention has been directed to your recent adoption and use of the name "Reliant Rehabilitation Hospital" and "Reliant Hospital Partners" ("Infringing Marks") to identify your rehabilitation related services.

RMG has used the Registered Mark since at least as early as July of 2003 with unprecedented success. RMG's services are offered in Texas and Louisiana and will soon be offered in other states. RMG's services are widely advertised on the Internet, in newspapers, on the radio, on billboards, billboard trucks and other media at significant expense to our client.

As a result of such investment and unprecedented success, the Registered Mark has naturally become very familiar to RMG's customers. Annexed hereto is a copy of the home page of RMG's web site, if you are not already familiar with it. RMG, as we suspect you are also aware, enjoys a prominent reputation in Louisiana and Texas rehabilitation related services. As a result of RMG's reputation for these services, and through extensive advertising and promotion, RMG has developed extremely valuable good will in the Registered Mark, which appears in RMG advertising, web sites, and facilities.

Moreover, the United States Patent and Trademark Office has granted RMG the U.S. service mark Reg. No. 3426134 for the Registered Mark on the Principal Register as shown on the attached copy. Your use of the Infringing Marks to offer virtually identical services constitutes an infringement of RMG's registered service mark rights, as well as unfair competition.

In addition, your use of similar a similar graphic design and web site design constitutes copyright infringement. RMG is currently in the process of registering these copyrights with the U.S. Copyright Office of the Library of Congress.

RMG sets a standard for quality in the rehabilitation industry, as its many customers will confirm. Confusion could lead to substantial damage to our client in terms not only of loss of sales, but, perhaps worse, injury to its reputation in the event that your marketed services are not commensurate with those of RMG.

Under the circumstances, we demand that you forthwith cease and desist further use of the Infringing Marks in connection with the marketing and provision of rehabilitation services within the United States. We further demand that you take immediate steps to change the design of your logo and web sites and that you delete the name "Reliant" from all advertising and promotional materials, billboards, stationery, business cards, invoices, trucks, vending machines and the like.

We wish to receive your assurances by September 15, 2009 that you will discontinue all use of the name "Reliant" as outlined above, and that you will also discontinue use of the infringing logo design as well. If you fail to so advise us by the above-referenced deadline, our client shall, without further notice to you, take such action as it deems advisable to assert its statutory right to recover damages, lost profits, and the costs thereof, and to otherwise protect its interests.

Sincerely,



David W. Nance

for Reliant Management Group, LLC

cc: Melanie S. Corcoran, Esq.

To: Reliant Hospital Partners, LLC (clevelandip@bakerlaw.com)
Subject: U.S. TRADEMARK APPLICATION NO. 77736104 - RELIANT REHABILITATI - 096548.1
Sent: 8/15/2009 2:31:11 PM
Sent As: ECOM112@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 77/736104

MARK: RELIANT REHABILITATI

77736104

CORRESPONDENT ADDRESS:

MELANIE S. CORCORAN
BAKER & HOSTETLER LLP
1900 E 9TH ST STE 3200
CLEVELAND, OH 44114-3475

RESPOND TO THIS ACTION:

<http://www.uspto.gov/teas/eTEASpageD.htm>

GENERAL TRADEMARK INFORMATION:

<http://www.uspto.gov/main/trademarks.htm>

APPLICANT: Reliant Hospital Partners,
LLC

**CORRESPONDENT'S
REFERENCE/DOCKET NO:**
096548.1

CORRESPONDENT E-MAIL ADDRESS:
clevelandip@bakerlaw.com

OFFICE ACTION

TO AVOID ABANDONMENT, THE OFFICE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF THE ISSUE/MAILING DATE.

ISSUE/MAILING DATE: 8/15/2009

The assigned trademark examining attorney has reviewed the referenced application and has determined the following.

Section 2(d) - Likelihood of Confusion Refusal

Registration of the applied-for mark is refused because of a likelihood of confusion with the mark in U.S. Registration No(s). 3426134. Trademark Act Section 2(d), 15 U.S.C. §1052(d); *see* TMEP §§1207.01 *et seq.* See the enclosed registration(s).

Trademark Act Section 2(d) bars registration of an applied-for mark that so resembles a registered mark that it is likely that a potential consumer would be confused or mistaken or deceived as to the source of the goods and/or services of the applicant and registrant. *See* 15 U.S.C. §1052(d). The court in *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 177 USPQ 563 (C.C.P.A. 1973) listed the principal factors to be considered when determining whether there is a likelihood of confusion under Section 2(d). *See* TMEP §1207.01. However, not all of the factors are necessarily relevant or of equal weight, and any one factor may be dominant in a given case, depending upon the evidence of record. *In re Majestic Distilling Co.*, 315 F.3d 1311, 1315, 65 USPQ2d 1201, 1204 (Fed. Cir. 2003); *see In re E. I. du Pont*, 476 F.2d at 1361-62, 177 USPQ at 567.

In this case, the following factors are the most relevant: similarity of the marks, similarity of the goods and/or services, and similarity of trade channels of the goods and/or services. *See In re Opus One, Inc.*, 60 USPQ2d 1812 (TTAB 2001); *In re Dakin's Miniatures Inc.*, 59 USPQ2d 1593 (TTAB 1999); *In re Azteca Rest. Enters., Inc.*, 50 USPQ2d 1209 (TTAB 1999); TMEP §§1207.01 *et seq.*

The applicant's mark is:

RELIANT REHABILITATION HOSPITAL

FOR: Extended acute care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery

INT. CLASS 044 (U.S. CLASSES 100 and 101)

FIRST USE: 01/01/2007 USE IN COMMERCE: 01/01/2007 CLASS STATUS: 6 - ACTIVE

The cited registered mark is:

RELIANT REHABILITATION

FOR: Physical rehabilitation; Providing physical rehabilitation facilities

INT. CLASS 044 (U.S. CLASSES 100 and 101)

FIRST USE: 07/00/2003 USE IN COMMERCE: 11/00/2003 CLASS STATUS: 6 - ACTIVE

Similarity of the Marks

In a likelihood of confusion determination, the marks are compared for similarities in their appearance, sound, meaning or connotation and commercial impression. *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 1361, 177 USPQ 563, 567 (C.C.P.A. 1973); TMEP §1207.01(b). Similarity in any one of

these elements may be sufficient to find a likelihood of confusion. *In re White Swan Ltd.*, 8 USPQ2d 1534, 1535 (TTAB 1988); *In re Lamson Oil Co.*, 6 USPQ2d 1041, 1043 (TTAB 1987); *see* TMEP §1207.01(b).

Here, the word portions of the marks are nearly identical in appearance, sound and meaning. The addition of the design element does not obviate the similarity of the marks in this case. *See In re Shell Oil Co.*, 992 F.2d 1204, 1206, 26 USPQ2d 1687, 1688 (Fed. Cir. 1993); TMEP §1207.01(c)(ii).

Additionally, consumers are generally more inclined to focus on the first word, prefix or syllable in any trademark or service mark. *See Palm Bay Imps., Inc. v. Veuve Clicquot Ponsardin Maison Fondée En 1772*, 396 F. 3d 1369, 1372, 73 USPQ2d 1689, 1692 (Fed. Cir. 2005); *see also Mattel Inc. v. Funline Merch. Co.*, 81 USPQ2d 1372, 1374-75 (TTAB 2006); *Presto Prods., Inc. v. Nice-Pak Prods., Inc.*, 9 USPQ2d 1895, 1897 (TTAB 1988) (“it is often the first part of a mark which is most likely to be impressed upon the mind of a purchaser and remembered” when making purchasing decisions). The remaining portion of both marks are or will be disclaimed.

Further, where the goods and/or services of the respective parties are “similar in kind and/or closely related,” the degree of similarity between the marks required to support a finding of likelihood of confusion is not as great as would be required with diverse goods and/or services. *In re J.M. Originals Inc.*, 6 USPQ2d 1393, 1394 (TTAB 1987); *see Shen Mfg. Co. v. Ritz Hotel Ltd.*, 393 F.3d 1238, 1242, 73 USPQ2d 1350, 1354 (Fed. Cir. 2004); TMEP §1207.01(b).

Similarity of the Goods/Services

The goods and/or services of the parties need not be identical or directly competitive to find a likelihood of confusion. *See Safety-Kleen Corp. v. Dresser Indus., Inc.*, 518 F.2d 1399, 1404, 186 USPQ 476, 480 (C.C.P.A. 1975); TMEP §1207.01(a)(i). Rather, they need only be related in some manner, or the conditions surrounding their marketing are such that they would be encountered by the same purchasers under circumstances that would give rise to the mistaken belief that the goods and/or services come from a common source. *In re Total Quality Group, Inc.*, 51 USPQ2d 1474, 1476 (TTAB 1999); TMEP §1207.01(a)(i); *see, e.g., On-line Careline Inc. v. Am. Online Inc.*, 229 F.3d 1080, 1086-87, 56 USPQ2d 1471, 1475-76 (Fed. Cir. 2000); *In re Martin’s Famous Pastry Shoppe, Inc.*, 748 F.2d 1565, 1566-68, 223 USPQ 1289, 1290 (Fed. Cir. 1984).

Here, the services of the applicant are essentially identical to the registrant’s services, both providing rehabilitation services and facilities.

The overriding concern is not only to prevent buyer confusion as to the source of the goods and/or services, but to protect the registrant from adverse commercial impact due to use of a similar mark by a newcomer. *See In re Shell Oil Co.*, 992 F.2d 1204, 1208, 26 USPQ2d 1687, 1690 (Fed. Cir. 1993). Therefore, any doubt regarding a likelihood of confusion determination is resolved in favor of the registrant. TMEP §1207.01(d)(i); *see Hewlett-Packard Co. v. Packard Press, Inc.*, 281 F.3d 1261, 1265, 62 USPQ2d 1001, 1003 (Fed. Cir. 2002); *In re Hyper Shoppes (Ohio), Inc.*, 837 F.2d 463, 464-65, 6 USPQ2d 1025, 1025 (Fed. Cir. 1988).

Accordingly, registration is denied on the Principal Register. Although the trademark examining attorney has refused registration, applicant may respond to the refusal to register by submitting evidence

and arguments in support of registration.

If applicant chooses to respond to the refusal(s) to register, then applicant must also respond to the following requirement(s):

Disclaimer

Applicant must insert a disclaimer of REHABILITATION HOSPITAL in the application because the applicant's services consist of rehabilitation services provided in a hospital setting as evidenced by the applicant's recitation of services and specimen. *See* 15 U.S.C. §1056(a); TMEP §§1213, 1213.03(a).

The following is the accepted standard format for a disclaimer:

No claim is made to the exclusive right to use "REHABILITATION HOSPITAL" apart from the mark as shown.

TMEP §1213.08(a)(i).

The Office can require an applicant to disclaim an unregistrable part of a mark consisting of particular wording, symbols, numbers, design elements, or combinations thereof. 15 U.S.C. §1056(a). Under Trademark Act Section 2(e), the Office can refuse registration of an entire mark if the entire mark is merely descriptive, deceptively misdescriptive, or primarily geographically descriptive of the goods and/or services. 15 U.S.C. §1052(e). Thus, the Office may require an applicant to disclaim a portion of a mark that, when used in connection with the goods and/or services, is merely descriptive, deceptively misdescriptive, primarily geographically descriptive, or otherwise unregistrable (e.g., generic). *See* TMEP §§1213, 1213.03.

Failure to comply with a disclaimer requirement can result in a refusal to register the entire mark. TMEP §1213.01(b).

A "disclaimer" is a statement that applicant does not claim exclusive rights to an unregistrable component of a mark. TMEP §1213. A disclaimer does not affect the appearance of the applied-for mark. *See* TMEP §1213.10.

/Kyle Christopher Peete/
Trademark Attorney, USPTO Law Office 112
Ph: 571-272-8275 Fax: 571-273-8275

RESPOND TO THIS ACTION: Applicant should file a response to this Office action online using the form at <http://www.uspto.gov/teas/eTEASpageD.htm>, waiting 48-72 hours if applicant received notification of the Office action via e-mail. For *technical* assistance with the form, please e-mail TEAS@uspto.gov. For questions about the Office action itself, please contact the assigned examining

attorney. **Do not respond to this Office action by e-mail; the USPTO does not accept e-mailed responses.**

If responding by paper mail, please include the following information: the application serial number, the mark, the filing date and the name, title/position, telephone number and e-mail address of the person signing the response. Please use the following address: Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.

STATUS CHECK: Check the status of the application at least once every six months from the initial filing date using the USPTO Trademark Applications and Registrations Retrieval (TARR) online system at <http://tarr.uspto.gov>. When conducting an online status check, print and maintain a copy of the complete TARR screen. If the status of your application has not changed for more than six months, please contact the assigned examining attorney.

To: Reliant Hospital Partners, LLC (clevelandip@bakerlaw.com)
Subject: U.S. TRADEMARK APPLICATION NO. 77736104 - RELIANT REHABILITATI - 096548.1
Sent: 8/15/2009 2:31:15 PM
Sent As: ECOM112@USPTO.GOV
Attachments:

IMPORTANT NOTICE REGARDING YOUR TRADEMARK APPLICATION

Your trademark application (Serial No. 77736104) has been reviewed. The examining attorney assigned by the United States Patent and Trademark Office (“USPTO”) has written a letter (an “Office action”) on 8/15/2009 to which you must respond (*unless the Office letter specifically states that no response is required*). Please follow these steps:

1. **Read** the Office letter by clicking on this **[link](http://tmportal.uspto.gov/external/portal/tow?DDA=Y&serial_number=77736104&doc_type=OOA&)**

OR go to **<http://tmportal.uspto.gov/external/portal/tow>** and enter your serial number to access the Office letter. If you have difficulty accessing the Office letter, contact **TDR@uspto.gov**.

PLEASE NOTE: The Office letter may not be immediately available but will be viewable within 24 hours of this e-mail notification.

2. **Contact** the examining attorney who reviewed your application if you have any questions about the content of the Office letter (contact information appears at the end thereof).

3. **Respond** within 6 months, calculated from **8/15/2009** (*or sooner if specified in the Office letter*), using the Trademark Electronic Application System (TEAS) **[Response to Office Action form](#)**. If you have difficulty using TEAS, contact **TEAS@uspto.gov**.

ALERT:

Failure to file any required response by the applicable deadline will result in the [ABANDONMENT](#) (loss) of your application.

Do NOT hit “Reply” to this e-mail notification, or otherwise attempt to e-mail your response, as the USPTO does NOT accept e-mailed responses.

DAVID W. NANCE
Florida/Louisiana/New York/Texas

ISMAIL AMIN of counsel
California/Nevada

THOMAS D. DUNN of counsel
Louisiana

DANA R. MOORE of counsel
Texas

D.W. NANCE LLC

Attorneys & Counsellors at Law
www.dwnance.com

AUSTIN - NEW ORLEANS

MANAGING MEMBER OF
NANCE GROUP, LLC
www.nancegroup.com

P.O. BOX 727
LIBERTY HILL, TX 78642
(512) 961.7127

5700 MAGAZINE STREET
NEW ORLEANS, LA 70115
(504) 717.4730

(888) 698.7007 FAX
mail@dwnance.com E-MAIL
dwnance SKYPE

EIN No. 26-0773016

August 19, 2009

Via CMRRR No. 7007 1490 0003 3093 5742

Facsimile Message: 216-696-0740 Melanie S. Corcoran, Esq.
972-398-5860 Reliant Healthcare Partners

Electronic Message: tpenny@relianthcp.com Reliant Healthcare Partners
mcorcoran@bakerlaw.com Melanie S. Corcoran, Esq.

Reliant Hospital Partners, LLC
15851 Dallas Parkway, Suite 500
Addison, TX 75001

Re.: Reliant Hospital Partners, LLC
U.S. Trademark Application Serial No. 77736104
RELIANT REHABILITATION HOSPITAL Mark and Design in Class 44
Our Reference No: DWN1339SM1

To Whom It May Concern:

This law firm represents Reliant Management Group, LLC ("RMG"), a Louisiana limited liability company with headquarters in Baton Rouge, Louisiana. We are contacting you on behalf of RMG regarding the RELIANT REHABILITATION HOSPITAL and Design service mark application filed on May 13, 2009.

According to the United States Patent and Trademark Office ("PTO") records, you are the owner of U.S. Application Ser. No. 77736104 covering:

Extended acute care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery, in International Class 44.

RMG is a leading provider in long-term care rehabilitation services - providing physical therapy, occupational therapy, and speech-language pathology services across the Southern United States since 2003. RMG is the owner of U.S. service mark Reg. No. 3426134 for RELIANT REHABILITATION (“RMG Mark”).

This registration covers a variety of rehabilitation services provided throughout the Southern United States and marketed through the RMG Mark. RMG maintains a high standard of quality and a commitment to excellence in the continuity of its intellectual property. RMG's rehabilitation services reflect this commitment to quality, which has resulted in strong and favorable customer association with the RMG Mark.

The RMG Mark is a valuable corporate assets. RMG has a history of aggressively enforcing its intellectual property rights, particularly with respect to third party attempts to obtain registration for confusingly similar marks before the United States Patent and Trademark Office (“PTO”).

We are writing to advise you that RMG will be closely monitoring your RELIANT REHABILITATION HOSPITAL and Design service mark application. There is a good chance that the PTO will reject this application on grounds that the mark is likely to be confused with RMG's long-standing RMG registration; however, if the PTO approves this application for Publication, RMG intends to oppose the registration of your application.

We trust you can appreciate not only RMG's duty to police its valuable intellectual property, but also its efforts to maintain exclusivity with respect to federal

trademark registrations containing the term “RELIANT” in Class 44 on the Principal Register.

If you have any questions or would otherwise like to discuss this matter, please contact me directly.

Sincerely,

A handwritten signature in red ink, appearing to read "D. Nance", is positioned above the printed name.

David W. Nance

for Reliant Management Group, LLC

cc: Melanie S. Corcoran, Esq.

Baker Hostetler

VIA EMAIL/REGULAR MAIL
david@dwnance.com

September 16, 2009

David Nance, Esq.
D.W. Nance LLC
5700 Magazine Street
New Orleans, LA 70115

Re: Reliant Hospital Partners, LLC (Your ref. DWN1339SM1)

Dear Mr. Nance:

As you know, Baker & Hostetler LLP is outside counsel to Reliant Hospital Partners, LLC ("RHP") with respect to, among other matters, intellectual property. We are in receipt of your August 19, 2009 letter (and its attachment dated July 17, 2009, which we had not received separately), your August 25, 2009 letter and your September 10 and 15, 2009 emails on behalf of your client Reliant Management.

We write to assure you that there is no trademark (or copyright) infringement occurring.

Prior to adopting its name for its hospitals, RHP had never heard of your client Reliant Management. To date, RHP has never encountered your client's business in its day-to-day operations. This is not surprising, given that the parties and their respective services are different in many ways.

Specifically, RHP owns and operates hospitals used for short term stays (typically 1-14 days). These hospitals are for patients who need additional hospital care to recuperate upon release from acute care and general care hospitals (post-surgery patients). RHP provides no further services to the patient once he or she has been discharged. As a result of this specialized hospital care, RHP does not accept walk-in patients.

Another reason why confusion in the marketplace is not likely is that the relevant consumers of RHP's services are sophisticated. RHP obtains its patients from recommendations by Discharge Administrators ("DA") at various hospitals as well as area treating physicians with hospitalized patients. RHP educates the DA and the treating physicians about its facility for hospitalized patients that need a short-term

Baker & Hostetler LLP

3200 National City Center
1900 East 9th Street
Cleveland, OH 44114-3485

T 216.621.0200
F 216.696.0740
www.bakerlaw.com

Melanie S. Corcoran
direct dial: 216.861.7659
MCorcoran@bakerlaw.com

hospital stay to further recuperate. For these type of patients, the DAs and/or treating physicians review a patient's options with them while they are in the acute care or general care hospital and recovery. The DA and/or treating physician then choose the best rehabilitation hospital that will fit the patient's needs. Once admitted, RHP provides the DA and/or treating physician with updates on the clinical performance of the patient.

These "consumers" are very sophisticated and knowledgeable about our client's services in order to recommend our client to a patient in a hospital. Your client is not on any DA's list or any acute care or general hospital list as a place for a patient to go for short-term hospital care to further recuperate. In fact, your client does not deal with DAs in procuring its clients. Thus, no confusion would occur.

RHP's mark, RELIANT REHABILITATION HOSPITAL, connotes our client's hospital services. Your client's mark does not include HOSPITAL. This further serves to distinguish the parties.

You indicate that Reliant Management provides the rehabilitation staff and the management oversight for the physical therapy, occupational therapy and speech therapy departments in nursing homes and rehabilitation hospitals. We can find no substantiation that it provides such services to nursing homes or hospitals. Regardless, these services are quite different in their scope. Your client is not a hospital, but merely provides out-patient physical rehabilitation services; services which RHP does not provide.

Your allegations the RHP has benefited from the "goodwill" associated with your client's mark are untenable. In light of the nature of RHP's business and its highly sophisticated consumers, we are not surprised that our client has experienced no customer confusion, or gained any business advantage. Further, the degree of care exercised by the DAs and treating physicians, the typical consumers of RHP's services, guarantees that confusion as to association is unlikely.

The parties' differences are also borne out by the fact there is no convergence of the parties' marketing channels. RHP is not looking to expand its business to compete with your client's business. Our client does not have any plans to expand into Louisiana.

RHP has used its mark in Texas since January 2007 and it has encountered no instances of actual confusion with your client's use of its mark. While you state that your client is doing business in Texas, we found no record of it having the requisite license to conduct business in Texas, or any record of payment of sales taxes for services sold in Texas. You advised that your client licensed its mark to a different entity in Texas, and you provided us with a list of cities and zip codes, but you did not provide any further specifics. We still see no evidence of use of the RELIANT REHABILITATION mark in Texas in connection with providing therapy services.

In short, there is no likelihood of confusion between RHP's hospital services and Reliant Management's therapy services, and RHP is not going to change its name and mark.

Your claim that our client's logo infringes your client's copyright in its logo likewise is unsupportable. Our client's logo comprises a series of intersecting circles resembling a knot with an outlining pattern forming a square shape. The Trademark Office coded the design as "26.09.28 - Miscellaneous designs with overall square shape". In contrast, your client's logo is described in its trademark application (Ser. No. 77/264, 934) as "[t]he mark consists of a solid white background; on the left and centered vertically is a vertically split pentagon tilted to the left with a red side on the left, a blue side on the right and the white background visible in the hollowed center with a red flame rising from the bottom of the red, left side vertically upwards almost to the top of the blue right side of the pentagon...". The Trademark Office coded the design as: "01.15.15 - Fire (flames), emanating from objects, words or numbers; 26.15.03 - Incomplete polygons and polygons made of broken or dotted lines; Polygons (incomplete); Polygons made with broken lines; 26.15.21 - Polygons that are completely or partially shaded." It is obvious from the above descriptions that the logos are not similar. In addition, a side-by-side comparison shows no similarity between the logos. Therefore, your claim is without merit and our client will not be changing its logo.

Finally, there is no basis to support your claim that our client's web site is similar in nature to your client's web site. On its website, RHP provides a short "movie" of what services a patient will receive when he or she is admitted to its hospital. The site shows doctors at work and photos of some of the hospitals. Your client does not offer hospital services, and its site obviously does not depict services offered in a hospital. The look and feel of the respective sites are not similar and no likelihood of confusion exists as to the source of each site. Therefore, our client will not be changing any part of its web site.

We believe this matter can be settled amicably through a coexistence arrangement, and propose that a telephone call between the parties occur in order to conclude this matter.

This letter is written without waiver of or prejudice to any of RHP's right or remedies, all of which are hereby expressly reserved.

Sincerely,



Deborah A. Wilcox

cc: Reliant Hospital Partners, LLC

502563945

ESTTA Tracking number: **ESTTA307789**Filing date: **09/23/2009**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**Petition for Cancellation**

Notice is hereby given that the following party requests to cancel indicated registration.

Petitioner Information

Name	Reliant Hospital Partners, LLC		
Entity	limited liability company	Citizenship	Texas
Address	15851 Dallas Parkway, Suite 500 Addison, TX 75001 UNITED STATES		

Attorney information	Deborah A. Wilcox Baker & Hostetler LLP 1900 East 9th Street #3200 Cleveland, OH 44114 UNITED STATES clevelandip@bakerlaw.com,dwilcox@bakerlaw.com Phone:216-621-0200
----------------------	--

Registration Subject to Cancellation

Registration No	3426134	Registration date	05/13/2008
Registrant	Reliant Management Group, L.L.C. Suite A 11959 Bricksome Avenue Baton Rouge, LA 70816 UNITED STATES		

Goods/Services Subject to Cancellation

Class 044. First Use: 2003/07/00 First Use In Commerce: 2003/11/00
All goods and services in the class are cancelled, namely: Physical rehabilitation; Providing physical rehabilitation facilities

Grounds for Cancellation

Other	Applicant never used mark for covered services prior to application or registration date
-------	--

Attachments	REL 502578781_1.pdf (3 pages)(20566 bytes)
-------------	---

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/daw/
Name	Deborah A. Wilcox

Date	09/23/2009
------	------------

UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Registration No. 3,426,134
Registration Date: May 13, 2008

RELIANT HOSPITAL PARTNERS, LLC)	
)	
Petitioner,	)	CANCELLATION NO. _____
	)	MARK: RELIANT
	)	REHABILITATION and Design
)	
vs.	)	CLASS: 44
	)	SERVICES: Physical rehabilitation;
	)	Providing physical
RELIANT MANAGEMENT GROUP, LLC	)	rehabilitation facilities
)	
	)	REGISTERED: May 13, 2008
)	
Registrant.)	

PETITION TO CANCEL REGISTRATION

Petitioner, Reliant Hospital Partners, LLC (“RHP”), with an address of 15851 Dallas Parkway, Suite 500 Addison, Texas, 75001, believes that it will be damaged by the continued registration of the mark covered by Registration No. 3,426,134 and hereby petitions to cancel the registration of said mark.

The Trademark Applications and Registrations Retrieval (TARR) report for Registration No. Registration No. 3,426,134 identifies Reliant Management Group, LLC (“Registrant”), a limited liability corporation with an address of Suite A, 11959 Bricksome Avenue, Baton Rouge, Louisiana, 70816, as the owner of said registration.

As grounds for the Petition, it is alleged as follows:

1. On May 13, 2008, Registrant registered the mark RELIANT REHABILITATION and Design as a service mark for “[p]hysical rehabilitation; [p]roviding physical rehabilitation facilities” in International Class 44 (Registrant’s Mark”).

2. On May 13, 2009, RHP filed an application for the mark RELIANT REHABILITATION HOSPITAL and Design, Serial Number 77/736,104, in International Class 44 for “[e]xtended acute care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery.” (“RHP’s Mark”).

3. On August 15, 2009, the Trademark Examiner issued an Office Action against RHP’s Mark citing a likelihood of confusion with Registrant’s Mark.

4. RHP will file with the Trademark Examiner a request to suspend further action against RHP’s Mark.

5. Upon information and belief, while Registrant offers other services, Registrant never used Registrant’s Mark in commerce in connection with the services identified as “[p]hysical rehabilitation,” or as “[p]roviding physical rehabilitation facilities,” prior to the application or registration dates, rendering the registration void.

6. RHP will be damaged by the continued registration of Registrant’s Mark in that RHP is using the mark RELIANT REHABILITATION HOSPITAL and Design in commerce and the registration of said mark is being impaired by the continued registration of Registrant’s Mark. Further, if Registrant’s Mark is permitted to remain on the Principal Register, with all the substantive and procedural benefits conferred by its status as a registration on the Principal Register, Registrant will enjoy unlawful gain and advantage to which it is not entitled under the Trademark Act of 1946.

WHEREFORE, RHP prays that this Petition to Cancel be sustained in favor of RHP and that Registration No. 3,426,134 be cancelled.

/Deborah A. Wilcox/

Deborah A. Wilcox, Esq.
Baker & Hostetler LLP
1900 East Ninth Street
3200 National City Center
Cleveland, Ohio 44114-3485
Telephone: (216) 621-0200
Facsimile: (216) 696-0740
E-mail: dwilcox@bakerlaw.com

Attorneys for Reliant Hospital Partners, LLC

502578781

**UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD**

RELIANT HOSPITAL PARTNERS, LLC

CANCELLATION NO. 92051514

Petitioner

vs.

MARK: RELIANT REHABILITATION
REGISTRATION NO. 3426134

RELIANT MANAGEMENT GROUP,
LLC

CLASS: 44

Registrant.

REGISTERED: May 13, 2008

**PETITIONER'S OBJECTIONS AND RESPONSES TO REGISTRANT'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Petitioner Reliant Hospital Partners, LLC ("RHP") hereby responds to Registrant Reliant Management Group, LLC ("RMG") interrogatories.

RESERVATIONS

RHP agrees to respond, subject to the General Objections and Specific Objections (as set forth below), without waiving, and expressly reserving all such objections. RHP submits these objections and answers subject to the Federal Rules of Civil Procedure and will respond to the Interrogatories consistent with these rules.

Any disclosure of information or documents that are protected by the attorney client privilege, the work product doctrine, or any other privilege, doctrine or immunity is inadvertent and not intended to waive any privilege or protection.

RHP agrees to respond to RMG's Interrogatories on the basis of the information currently available to it, given that discovery in this action is still continuing. Nothing contained in these responses shall in any way limit RHP's ability to make all uses at trial or otherwise of other evidence that may be discovered in the future.

RHP therefore responds without waiving the right to change, modify, supplement, or clarify, the objections and responses contained herein at any time before trial. RHP will supplement its responses as required by the Federal Rules of Civil Procedure.

RHP, in providing the responses requested by RMG, does not waive any objections with respect to the admission of such information or documents into evidence.

Any employees identified in documents produced pursuant to these Interrogatories should be contacted, if at all, through Baker & Hostetler LLP.

GENERAL OBJECTIONS

1. RHP objects to each Interrogatory to the extent that it seeks information that is protected from discovery by the attorney client privilege, work product doctrine, or any other privilege, doctrine or immunity ("Privilege").

2. RHP objects to each Interrogatory to the extent that it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence ("Irrelevant").

3. RHP objects to each Interrogatory to the extent that it seeks information that is from a time prior to or after the events or circumstances relevant to the matters pertaining to the captioned proceeding ("Time Period").

4. RHP objects to each Interrogatory to the extent that it seeks information that is pertaining to matters other than those that are the subject matter of this litigation ("Beyond Scope").

5. RHP objects to each Interrogatory to the extent that it seeks information that is being sought pursuant to requests that are vague or ambiguous ("Vague").

6. RHP objects to each Interrogatory to the extent that it seeks information that is being sought pursuant to requests that are overbroad or burdensome and/or harassing ("Overbroad").

7. RHP objects to each Interrogatory to the extent that it seeks information that is being sought pursuant to requests that are harassing ("Harassing").

8. RHP objects to each Interrogatory to the extent that it seeks information that is being sought pursuant to requests that require a legal conclusion or call for speculation ("Speculation").

9. RHP objects to each Interrogatory to the extent that it seeks information that is beyond the scope of the obligations or requirements contained in the Federal Rules of Civil Procedure, is outside the possession or control of RHP and/or is not reasonably available to RHP, and expressly objects to RMG's definition of "RHP" as including anyone who "partners" with RHP ("Beyond Rules").

10. Insofar as the Interrogatories relate to confidential business information that, if released, would substantially endanger RHP's competitive position, RHP objects to production of such confidential business information without a protective order ("Confidential").

RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1:

Identify each mark owned or used by you that incorporates, in whole or in part, "RELIANT" as a component.

RESPONSE TO INTERROGATORY NO. 1:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules. Notwithstanding and subject to these objections, RHP states see documents produced with respect to establishing standing for RHP to bring this cancellation action.

INTERROGATORY NO. 2:

Identify all persons who participated in or were consulted concerning the selection and adoption by RHP of each mark identified in response to Interrogatory No. 1, including identifying the role performed by each person in the consideration, selection, approval, or adoption of the mark and the dates which the person performed his/her role.

RESPONSE TO INTERROGATORY NO. 2:

RHP objects on the grounds of Privilege, Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 3:

Has RHP, including without limitation any attorney or agent acting on behalf of RHP, ever made or caused to be made any search relating to the availability for registration or use of the marks identified in response to Interrogatory No. 1 or any other marks consisting of or containing the term RELIANT REHABILITATION by persons other than RHP, or to determine the availability

or registerability of a RELIANT REHABILITATION as a component of a mark? If the answer is other than an unqualified negative, state as to each such search:

- a) the date the search was made;
- b) the person requesting the search;
- c) the person performing the search;
- d) the person reviewing the results of the search;
- e) each mark found in the search;
- f) each document (including but not limited to each search report) referring or relating to the search; and
- g) the actions, if any, taken by RHP as a result of any matter revealed in the search or search reports.

RESPONSE TO INTERROGATORY NO. 3:

RHP objects on the grounds of Privilege, Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 4:

Describe each different service RHP markets under each mark identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 4:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 5:

For each different service described in response to Interrogatory No. 4, state the first use dates anywhere and first use dates in interstate commerce.

RESPONSE TO INTERROGATORY NO. 5:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 6:

For each different service described in response to Interrogatory No. 4, state the amount of annual sales (in quantities and dollar value) realized over the last five (5) years and projected for each such service.

RESPONSE TO INTERROGATORY NO. 6:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 7:

For each different service described in response to Interrogatory No. 4, describe the typical customers for each such service.

RESPONSE TO INTERROGATORY NO. 7:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 8:

Identify each person who has rendered services to or on behalf of RHP in connection with advertising or promotion of RHP's services identified in response to Interrogatory No. 4 and for each such person state the nature of the services performed and the dates such services were performed.

RESPONSE TO INTERROGATORY NO. 8:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 9:

Identify each person having knowledge or information relating to any investigations, surveys, interviews, polls, market research, studies, forecasts, tests, or other research conducted by or on behalf of RHP and that relate to the marks identified in response to Interrogatory No. 1 and/or the services identified in response to Interrogatory No. 4, and describe such research, including but not limited to the persons involved, the date, the market or area, the classes and number or persons surveyed or investigated, the methods used, and all documents constituting referring or relating to such research.

RESPONSE TO INTERROGATORY NO. 9:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 10:

Describe every protest or objection that any person has made to RHP's use of any of the marks identified in response to Interrogatory No. 1, including but not limited to identifying the person

making the objection; the substance of the objection; the date when the objection was made; RHP's responses to the objection; each person having knowledge of the objection and response; and each document referring or relating to or comprising the objection and any responses thereto.

RESPONSE TO INTERROGATORY NO. 10:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 11:

Describe how and when RHP first became aware of RMG's use of the RELIANT REHABILITATION mark in any fashion, including without limitation identifying each person employed by or associated with RHP who acquired such awareness and all documents referring or relating to such awareness.

RESPONSE TO INTERROGATORY NO. 11:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 12:

Describe the methods by which RHP advertises, distributes, and sells its services identified in response to Interrogatory No. 4, including but not limited to the channels of trade and distribution and the methods of advertising and promotion.

RESPONSE TO INTERROGATORY NO. 12:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 13:

Identify each instance in which RHP is providing care and/or rehabilitation services under a mark that incorporates the term RELIANT, including but not limited to care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery.

RESPONSE TO INTERROGATORY NO. 13:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 14:

Identify each instance in which RHP is providing “care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery” under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 14:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 15:

Identify each customer of RHP’s rehabilitation services marketed under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 15:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 16:

Identify each customer to whom RHP is providing “[e]xtended acute care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery” under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 16:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 17:

Describe the role played by each natural person who provided information or otherwise participated in the drafting of the answers to these interrogatories, including but not limited to identifying the names of each person and the specific interrogatories and specify which interrogatory or interrogatories.

RESPONSE TO INTERROGATORY NO. 17:

Chester Crouch, Ellen Lytle, Tracey Nixon, Cynthia Nelson and Mary Alexander assisted with the Responses.

INTERROGATORY NO. 18:

Identify all third party uses in connection with goods or services of any marks comprising of or incorporating the term RELIANT of which RHP was aware prior to its adoption of each of the marks identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 18:

RHP objects on the grounds of Privilege, Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 19:

Identify all websites owned, operated, and/or maintained by you or on your behalf from which you sell or advertise the services identified in response to Interrogatory No. 4, including for each domain name, the persons responsible for creating and/or updating the website content, the operator of the website, the website hosting company, and the date the website first went live.

RESPONSE TO INTERROGATORY NO. 19:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 20:

Define "physical rehabilitation" services.

RESPONSE TO INTERROGATORY NO. 20:

Rehabilitation services includes the one limited area of physical therapy but provides a full range of treatments that licensed health practitioners may recommend to reduce physical or mental disability or restore eligible beneficiaries to their best possible functional levels. The rehabilitation services provides Vocational Counselors, Social Workers, Therapeutic Recreational Therapists, Neurophysiologists, Physical Therapists, Occupational Therapists, Speech Therapists, Respiratory Therapists, Pharmacist, Case Managers, Dieticians, and Rehabilitation Nurses all of whom help the patients gain a better understanding of their physical abilities, and teach adaptive strategies to help achieve a greater level of independence.

INTERROGATORY NO. 21:

Define "physical rehabilitation facilities."

RESPONSE TO INTERROGATORY NO. 21:

Physical rehabilitation facilities are facilities that provide services taken to promote the optimum attainable levels of physical, cognitive, emotional, psychological, social and economic usefulness, and thereafter maintain the individual at the maximal functional level. The term is used to denote such services provided in inpatient and outpatient setting, ranging from specialized coordinated medically based programs in specialized hospitals to units of hospitals.

As to specialized physical rehabilitation facilities, which are referred to as Inpatient

Rehabilitation Facility (IRF) it means Rehabilitation services, which have been classified by Medicare as an inpatient rehabilitation facility pursuant to 42 C.F.R. §412.23(b)(2), provided to a patient who requires hospitalization, which provides coordinated and integrated services that include evaluation and treatment, and emphasizes education and training of those served. The program is applicable to those individuals who require an intensity of services which includes, as a minimum, physician coverage 24 hours per day, seven days per week, with daily (at least five days per week) medical supervision, complete medical support services including consultation, 24-hour-per-day nursing, and daily (at least five days per week) multidisciplinary rehabilitation programming for a minimum of three hours per day.

INTERROGATORY NO. 22:

Identify each owner in the chain of title for each of the marks identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 22:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 23:

Identify each person whose testimony you intend to offer into evidence at the trial of this matter.

RESPONSE TO INTERROGATORY NO. 23:

RHP objects on the grounds of Beyond Rules. Notwithstanding and subject to this objection, RHP has not yet determined each person who will testify.

INTERROGATORY NO. 24:

Identify each document you intend to offer into evidence at the trial of this matter.

RESPONSE TO INTERROGATORY NO. 24:

RHP objects on the grounds of Beyond Rules. Notwithstanding and subject to this objection, RHP has not yet determined each document it will offer into evidence.

Dated: April 30, 2010

Respectfully submitted as to objections,

/Deborah A. Wilcox/

Deborah A. Wilcox
Baker & Hostetler LLP
3200 PNC Building
1900 E. 9th St.
Cleveland, OH 44114
Phone: 216-621-0200
Fax: 216-696-0740
Attorney for Petitioner

CERTIFICATE OF SERVICE

The undersigned hereby does certify that a true copy of the foregoing was served this 30th day of April 2010, by electronic message, with prior consent, on the following:

David W. Nance
D.W. Nance, LLC
5700 Magazine Street
New Orleans, LA 70115
phone: 504-717-4730
fax: 888-698-7007
email: david@dwnance.com
Attorney for Registrant

/Deborah A. Wilcox
Deborah A. Wilcox
Attorney for Petitioner

DECLARATION

Chester Crouch of Reliant Hospital Partners, LLC, under penalty of perjury, declares as follows:

Reliant Hospital Partners, LLC has authorized me to answer the foregoing interrogatories; I have read the interrogatories and answers thereto; I have knowledge of the contents thereof based on my personal knowledge, discussion with company representatives, and review of company records; and I certify the same to be true to the best of my knowledge and belief.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that all of the foregoing is true and correct to the best of my knowledge and belief.

Reliant Hospital Partners, LLC

By: _____

Chester Crouch

UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

RELIANT HOSPITAL PARTNERS, LLC

Petitioner,

vs.

RELIANT MANAGEMENT GROUP, LLC

Registrant.

CANCELLATION NO. 92051514

MARK: RELIANT
REHABILITATION

REGISTRATION NO. 3426134

CLASS: 44
SERVICES: Physical rehabilitation;

Providing physical rehabilitation
facilities

REGISTERED: May 13, 2008

**PETITIONER'S OBJECTIONS AND RESPONSES TO REGISTRANT'S FIRST
REQUEST FOR PRODUCTION**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Petitioner Reliant Hospital Partners, LLC ("RHP") hereby objects and responds to Reliant Management Group, LLC's ("RMG") First Request for Production.

RESERVATIONS

RHP agrees to respond, subject to the General Objections and Specific Objections (as set forth below), without waiving, and expressly reserving all such objections. RHP submits these objections and answers subject to the Federal Rules of Civil Procedure and will respond to the Document Requests consistent with these rules.

Any disclosure of information or documents that are protected by the attorney client privilege, the work product doctrine, or any other privilege, doctrine or immunity is inadvertent and not intended to waive any privilege or protection.

RHP agrees to respond to RMG's Document Requests on the basis of the information currently available to it, given that discovery in this action is still continuing. Nothing contained

in these responses shall in any way limit RHP's ability to make all uses at trial or otherwise of other evidence that may be discovered in the future.

RHP therefore responds without waiving the right to change, modify, supplement, or clarify, the objections and responses contained herein at any time before trial. RHP will supplement its responses as required by the Federal Rules of Civil Procedure.

RHP, in providing the responses requested by RMG, does not waive any objections with respect to the admission of such information or documents into evidence.

Any employees identified in documents produced pursuant to these Requests should be contacted, if at all, through Baker & Hostetler LLP.

GENERAL OBJECTIONS

1. RHP objects to each Document Request to the extent that it seeks information that is protected from discovery by the attorney client privilege, work product doctrine, or any other privilege, doctrine or immunity ("Privilege").

2. RHP objects to each Document Request to the extent that it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence ("Irrelevant").

3. RHP objects to each Document Request to the extent that it seeks information that is from a time prior to or after the events or circumstances relevant to the matters pertaining to the captioned proceeding ("Time Period").

4. RHP objects to each Document Request to the extent that it seeks information that is pertaining to matters other than those that are the subject matter of this litigation ("Beyond Scope").

5. RHP objects to each Document Request to the extent that it seeks information that is being sought pursuant to requests that are vague or ambiguous ("Vague").

6. RHP objects to each Document Request to the extent that it seeks information that is being sought pursuant to requests that are overbroad or burdensome and/or harassing ("Overbroad").

7. RHP objects to each Document Request to the extent that it seeks information that is being sought pursuant to requests that are harassing ("Harassing").

8. RHP objects to each Document Request to the extent that it seeks information that is being sought pursuant to requests that require a legal conclusion or call for speculation ("Speculation").

9. RHP objects to each Document Request to the extent that it seeks information that is beyond the scope of the obligations or requirements contained in the Federal Rules of Civil Procedure, is outside the possession or control of RHP and/or is not reasonably available to RHP, and expressly objects to RMG's definition of "RHP" as including anyone who "partners" with RHP ("Beyond Rules").

10. Insofar as the Interrogatories relate to confidential business information that, if released, would substantially endanger RHP's competitive position, RHP objects to production of such confidential business information without a protective order ("Confidential").

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All documents identified in, referred to, or relied upon in responding to RMG's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

RHP objects on the grounds of Overbroad. Notwithstanding and subject to the objection, documents are produced herewith.

REQUEST FOR PRODUCTION NO. 2:

All reports, tables, organizational charts, and other documents that identify RHP's organizational structure, including but not limited to holding and subsidiary and partnering business entities and natural persons, as well as officers, members, employees, contractors and agents responsible for the advertising, selling, or otherwise marketing any of the services under the marks identified in response to Interrogatory No. 1, including but not limited to documents identifying current and intended customers of such services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 3:

All documents and things that refer or relate to the selection, acquisition, or adoption of marks identified in response to Interrogatory No. 1 by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 4:

All documents and things that refer or relate to publicity received by RHP in connection with any marks identified in response to interrogatory No. 1 and or any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 5:

All documents that constitute, refer, relate, or pertain to any and all alternative marks to the marks identified in response to Interrogatory No. 1 considered for use by RHP before it adopted the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 6:

All documents that constitute or refer or relate to any applications or registrations or attempts to register any of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules. Notwithstanding and subject to the objections, relevant documents to establish RHP's standing to bring this cancellation action are produced herewith.

REQUEST FOR PRODUCTION NO. 7:

All documents that constitute or refer, relate, or pertain to any and all marks used by RHP in connection with any of the products identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 8:

All documents that constitute or refer, relate, or pertain to domain names owned by RHP in connection with any of the marks identified in response to Interrogatory No. 1 or the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 9:

All documents that identify the rehabilitation related medical services, including but not limited to "[e]xtended acute care hospitalization services and skilled nursing facility providing

inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery," offered by RHP within the past five (5) years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 10:

All documents that identify the services you provide in connection with the designation RELIANT REHABILITATION HOSPITAL.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 11:

All documents that constitute or refer, relate, or pertain to advertising for any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 12:

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL anywhere by you.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 13:

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL by you in interstate commerce.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 14:

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL at each of the physical locations in the United States where you provide any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 15:

All documents that constitute or refer, relate, or pertain to indemnification or allocation of responsibility for accepting or defending against liability for mark infringement from among the natural and juridical persons covered under the definition above of "you."

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 16:

All documents that refer or relate to any efforts by RHP to oppose any application and/or to cancel any registration for a mark based in whole or in part on RHP's marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 17:

All documents and things that refer or relate to the use of the marks identified in response to Interrogatory No.1 by RHP in connection with a commercial transaction.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 18:

All documents that indicate the volume of services sold over the last five (5) years and projected to be sold by RHP under the marks identified in response to Interrogatory No. 1 on an annual basis.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 19:

All documents that identify the expenditures incurred and projected expenditures by RHP in connection with the advertising and/or promotion of services bearing the marks identified in response to Interrogatory No. 1 on an annual basis for the last five (5) years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 20:

Specimens of all advertising for RHP's services marketed under the marks identified in response to Interrogatory No. 1, including but not limited to copies or photographs of all signage.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 21:

All documents and things that refer or relate to any search or investigation performed or opinion given, by or for RHP, for the purpose of determining whether the marks identified in response to Interrogatory No. 1 might infringe or cause a likelihood of confusion with any other mark, including but not limited to the RELIANT REHABILITATION mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 22:

All documents and things that refer or relate to and/or constitute any investigation, study, survey, and/or poll conducted by or on behalf of RHP concerning any matter relating to the likelihood of confusion between the marks identified in response to Interrogatory No. 1 and any other mark, including but not limited to the RELIANT REHABILITATION mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 23:

All documents that refer or relate to conflicts or potential conflicts between RHP's use of the marks identified in response to Interrogatory No. 1 and any other person's use of a mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 24:

All documents and things that constitute or relate or refer to any protest, challenge, objection, complaint, litigation, proceeding, or controversy relating or referring to the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 25:

All documents and things that refer or relate to development, testing, opinions, investigations, surveys, interviews, polls, market research, studies, forecasts, tests, or other research related to RHP services sold under the marks identified in response to Interrogatory No.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 26:

All documents that relate or refer to actual or perceived defects, negative comments, or complaints in connection with services sold by RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 27:

All expert reports related to the marks identified in response to Interrogatory No. 1, including without limitation all draft reports, documents sent to or received from any expert, and all documents relied upon by any expert.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 28:

All documents and things that refer or relate to any marketing strategies or policies adopted or considered by RHP in connection with the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 29:

All documents that refer or relate to any instructions provided by RHP either internally and/or to third parties regarding the selection and/or creation of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 30:

All documents that refer or relate to and/or constitute source material used by or on behalf of RHP in connection with the selection and/or creation of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 31:

All documents that refer or relate to and/or constitute promotional literature, brochures, leaflets, point of sale displays, stationery, invoices, order forms, letterheads, business cards, price lists, catalogues, or the like prepared by or on behalf of and/or used by RHP which display the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 32:

All documents that refer or relate to any promotional activities engaged in by RHP related to any service that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 33:

All documents that refer or relate to the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 34:

All documents that refer or relate to and/or constitute invoices, purchase orders or other contracts for the sale of services which RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 35:

All documents that refer to the pricing for the services that RHP markets under the marks identified in response to Interrogatory No 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 36:

All documents that refer or relate to meetings, dealings, and/or correspondence between RHP and any other person regarding the sale, marketing, and/or use of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 37:

All documents that refer or relate to the chain of title of the marks identified in response to Interrogatory No. 1, including without limitation any assignments and licensing agreements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 38:

All documents sufficient to identify and describe each and every different service marketed by RHP within the last five (5) years, including but not limited to documents evidencing the name and/or mark, advertising and service description for each such service.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 39:

For each different service identified by your response to Interrogatory No. 4, all documents that identify or refer or relate to the channels of distribution used by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 40:

For each different service identified by your response to Interrogatory No. 4, all documents that identify or refer or relate to the methods of advertising and/or promotion used by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 41:

All documents that constitute or refer, relate, or pertain to RHP's awareness, prior to its adoption of any of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential, and further on the grounds that the Request is nonsensical.

REQUEST FOR PRODUCTION NO. 42:

All documents that refer or relate to and/or discuss use of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 43:

All documents that constitute or refer or relate to the distribution and sale of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 44:

All documents that constitute or refer or relate to any coexistence agreement within the last five (5) years between RHP and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 45:

All documents that constitute or refer or relate to any licensing agreement in effect within the last five (5) years between natural or juridical persons falling under the definition above of "you" or between you and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 46:

All documents that constitute or refer or relate to any settlement agreement in effect within the last five (5) years between natural or juridical persons falling under the definition above of "you" or between you and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 47:

All documents that constitute or refer or relate to any opposition or cancellation action in which RHP was a party and which involved a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential. Notwithstanding and subject to these objections, RHP states that none, other than this action.

REQUEST FOR PRODUCTION NO. 48:

All documents that constitute or refer, relate, or pertain to any surveys or studies done by or on behalf of RHP concerning the customer base for services bearing the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 49:

All documents that constitute or refer, relate, or pertain to Internet use of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 50:

All documents that constitute or refer, relate, or pertain to every instance within the last five (5) years where RHP has been a party to or otherwise participated in any litigation or administrative proceeding (other than the present litigation) involving claims of mark infringement or likelihood of confusion, including but not limited to identifying the date on which each such litigation or proceeding was commenced; all of the parties involved in each such litigation or proceeding; the court, board, or agency involved in each such litigation or proceeding; the title and docket number of each such litigation or proceeding; and the final resolution or status of each pending litigation or proceeding.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

Dated: April 30, 2010

Respectfully submitted,

/Deborah A. Wilcox/
Deborah A. Wilcox
Baker & Hostetler LLP
3200 PNC Building
1900 E. 9th St.
Cleveland, OH 44114
Phone: 216-621-0200
Fax: 216-696-0740
Attorney for Petitioner

CERTIFICATE OF SERVICE

The undersigned hereby does certify that a true copy of the foregoing was served this 30th day of April, 2010, by electronic message, with prior consent, on the following:

David W. Nance
D.W. Nance, LLC
5700 Magazine Street
New Orleans, LA 70115
phone: 504-717-4730
fax: 888-698-7007
email: david@dwnance.com
Attorney for Registrant

/Deborah A. Wilcox/

Deborah A. Wilcox
Attorney for Petitioner

UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

RELIANT HOSPITAL PARTNERS, LLC

Petitioner,

vs.

RELIANT MANAGEMENT GROUP, LLC

Registrant.

CANCELLATION NO. 92051514

MARK: RELIANT REHABILITATION

REGISTRATION NO. 3426134

CLASS: 44

SERVICES: Physical rehabilitation; Providing
physical rehabilitation facilities

REGISTERED: May 13, 2008

REGISTRANT'S FIRST SET OF INTERROGATORIES

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Registrant Reliant Management Group, LLC ("RMG") hereby propounds the following interrogatories to Reliant Hospital Partners, LLC ("RHP") to be answered under oath within thirty (30) days after service hereof.

these interrogatories are deemed to be continuing and RHP is required to supplement its answers upon receipt or discovery of additional information or documents pertinent to any of the propounded interrogatories pursuant to Rule 26(e) of the Federal Rules of Civil Procedure.

DEFINITIONS AND INSTRUCTIONS

1. **Definitions:** These Requests shall be governed by the following definitions:

a. "RHP" or "You" refers to and includes RHP and any and all formal or informal business entities that RHP owns, in whole or in part, or to any degree, directly or indirectly, controls or exercises control of, in whole or in part, or partners with, including any and all subsidiaries, sisters, predecessors, or successor business entities, or any affiliates or divisions thereof, and any directors, officers, agents, employees, partners, and attorneys of any of the aforesaid, including all persons acting or purporting to act on behalf of or who are subject to the direction and control of, any of the foregoing, to the extent that they are or have been involved in any way with the subject matter of the following interrogatories.

b. "RMG" refers to and includes RMG and any and all formal or informal business entities that RMG owns, in whole or in part, or to any degree, directly or indirectly, controls or exercises control of, in whole or in part, or partners with, including any and all subsidiaries, sisters, predecessors, or successor business entities, or any affiliates or divisions thereof, and any directors, officers, agents, employees, partners, and attorneys of any of the aforesaid, including all persons acting or purporting to act on behalf of or who are subject to the direction and control of, any of the foregoing, to the extent that they are or have been involved in any way with the subject matter of the following interrogatories.

c. The term "document" or "documents" as used herein shall be defined to the broadest extent permitted by Federal Rule of Civil Procedure 34 and includes, whenever applicable and without limitation, the originals, (absent any original, a copy) of any recordation of any intelligence or information, whether handwritten, typed, printed, or otherwise visually or aurally reproduced, letters, correspondence, memoranda, telegrams, notes, reports, compilations, data, notebooks, laboratory notebooks, work papers, graphs, charts, blueprints, books, pamphlets, brochures, circulars, manuals, instructions, ledgers, drawings (including engineering, assembly, and detail drawings), sketches, photographs, diaries, sales literature, advertising literature, agreements, minutes of meetings, punch cards, disc, tape, wire, or other magnetic storage media, other machines producible records including films, videotapes and sound reproductions, printout sheets, summaries or records of telephone conversations, personal conversations or interviews, and any and all other writings, typings, printings, drafts, copies or mechanical or photographs reproductions or recordations thereof in the possession, custody or control of RHP or known to RHP, whether or not prepared by RHP. "Documents" or "documents" also include all copies which are not identical to the originals, such as those bearing marginal comments, alterations, notes or other notations not present on the original document as originally written, typed, or otherwise prepared.

The term "document" or "documents" as used herein also includes any medium upon which intelligence or information is recorded or from which intelligence or information can be recorded, retrieved, or perceived, with or without the use of detection devices, including without limitation computer hard drives and other forms of invisible electronic data.

d. The designation "person" or "party" refers to and includes any natural or juridical person, including any business entity, as well as their officers, members, employees and agents.

e. The designation "mark" refers to and includes any trademark, service mark, trade name, d.b.a., or other type of designation, such as a hospital name, used or claimed by you within the past five (5) years.

f. The "RELIANT REHABILITATION Mark" refers to RMG's mark as registered in federal registration No. 3426134.

2. **Rules of Construction.** The following rules of construction apply to these requests:

a. *All/Each.* The terms "all" and "each" shall be construed as all and each.

b. *All/Or.* The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

c. *Number.* The use of the singular form of any word includes the plural and *vice versa*.

d. *Person or Party.* The designation "person" or "party" refers to and includes any natural or juridical person, including any business entity, as well as their officers, members, employees and agents.

3. **Instructions.** The following other instructions apply to these requests:

a. *Comprehensiveness of Response.* In answering these interrogatories, you are to furnish all information available to you, including information in the possession of your attorneys and agents, and not merely such information known of the personal knowledge of you. If you refer to a document, memorandum, record, paper, letter, or written or printed material of any kind for the purpose of answering any interrogatory, identify such document as defined herein.

When an interrogatory does not request a specific fact, but when a specific fact or facts are necessary to make the answer to the interrogatory comprehensible, complete, or not misleading, you are requested to include such fact or facts as part of the response, and the interrogatory shall be deemed specifically to request such fact or facts.

b. *Information Obtained Subsequent to Response.* If, after these interrogatories area answered for the first time, you obtain any information from which you know or believe either that an answer was incorrect when made or that an answer, though correct when made, is no longer true or complete, you must amend and/or supplement your previous answers to these interrogatories as required by Fed. R. of Civ. Pro. Rule 26(e).

c. *Response Format.* You are to answer each interrogatory separately and fully unless it is objected to, in which case please indicate the substance of your objection, and any rule, statute, or case authority upon which you rely for that objection. The answers are to be signed by you and the objections, if any, are to be signed by the attorney making them. Finally, regarding objections, indicate the type of information that would be supplied by you if the court were to determine that your objection was not proper; in particular, please indicate whether the objection is made simply for the purposes of protecting the record, or whether you have information responsive to the interrogatory that you are withholding.

d. *Privilege.* If you claim any form of privilege, whether based on statute or otherwise, as a ground for not providing information in response to a discovery request set forth below: (i) identify the nature of the privilege being claimed; (ii) for each document for which a privilege is claimed, state the type of document, the general subject matter of the document (without revealing the information as to which privilege is claimed, but with sufficient specificity to permit the Court to make a full determination as to whether the claim of privilege is valid), the date of the document, and such other information as is sufficient to identify the document for a subpoena *duces tecum*, including, where appropriate, the author, addressee, and any other recipients; and (iii) for each oral communication for which a privilege is claimed, state the name of the person making the communication and the names of persons present while the communication was made, and, where not apparent, the relationship of the persons present to the person making the communication, the date of the communication, and the general subject matter of the communication.

In any instance where any answer to an interrogatory shall require specifying or identifying a "person," "party," or "document," such specification or identification shall be made even if a claim of privilege or work product is to be raised.

e. *Inability to Respond.* If, after a reasonable and thorough investigation using due diligence, you are unable to answer any interrogatory set forth below, or some part thereof, because of lack of information available to you, specify, in full and complete detail, the reason the information is not available to you and what has been done to locate such information. In addition, specify what knowledge you do have concerning the unanswered portion of the interrogatory and set forth the facts upon which such knowledge is based.

f. *Identification of Documents.* Whenever an interrogatory requires you to identify a document, the answer shall state the following information with respect to each such document: (1) the date appearing on such document, and if no date appears thereon, the answer shall so state and shall give the date or approximate date such document was prepared; (2) the identifying or descriptive code number, file number, title or label of such document; (3) the general nature of or description of such documents--i.e., whether it is a letter, memorandum, drawing, etc.--and the number of page of which it consists; (4) the name of the person who signed such document, and if it was not signed, the answer shall so state and shall give the name of the person or persons who prepared it; (5) the name of the person to whom such document was addressed and the name of each person other than such address to whom such document or copies thereof were given or sent; (6) the name of the person having possession, custody, or control of such document and the present location of all copies; (7) where any draft, copy, or reproduction of such document contains or has been revised to include any postscripts, notation, change, amendment, or addendum not appearing on said document itself as originally written, typed, or otherwise prepared, then the answer shall identify as herein required each such draft, copy or reproduction and to the extent possible the person(s) who made such revision(s); (8) the source or origin of said document and, if the document was not generated RHP or one of RHP's employees, specify from whom the document was obtained and identify said person and its relationship to RHP; and (9) if any such document was, but is no longer, in RHP's possession or subject to RHP's control, state what disposition was made of it and when.

g. *Identification of Persons.* When an interrogatory requests the identify of a person, state to the extent known, his or her: (1) full name; (2) present or last known home address; (3) present or last known business address; (4) present or last known title or occupation; (5) present or last known

employer; and (6) occupation, employer's name and address, and job title at the time of the event to which the interrogatory relates.

h. *Description of Acts.* Whenever an interrogatory refers to or seeks a description of an act, transaction, occurrence, dealing or instance, state to the extent known, the date, including year, month, and day when it occurred; the place where it occurred; the identify of each person participating therein; on whose behalf each said person participated or purported to participate; the nature , subject matter, and circumstance surrounding it; the nature and substance of all conversations or oral communications occurring during, or in connection with it; and identify all documents relating thereto or reflecting it.

i. *Continuing Obligation to Respond.* With respect to the following interrogatories, the information sought is that which is current as of the date of their receipt, unless otherwise stated in a particular interrogatory, but these interrogatories shall be deemed continuing pursuant to Fed. R. Civ. P. 26(e), so that with respect to any interrogatory herein, or part hereof, as to which RHP, after answering, acquires additional knowledge or information, RMG requests that RHP serve supplemental answers within thirty (30) days after acquiring such additional knowledge or information.

j. *Production of Documents in Lieu of Response.* If RHP elects to avail itself of the procedure authorized by Fed. R. Civ. P. 33(c) for answering interrogatories, for each interrogatory or subpart thereof so answered, specify the particular documents relating to the subject matter of that specific interrogatory or subpart thereof and, for each document, specify its source --i.e., from whose files it was taken--and its author and date of preparation, if not apparent from the face of the document. It will not be acceptable to answer a request by reference to documents that are not, at the same time, supplied to counsel of RMG.

INTERROGATORIES

INTERROGATORY NO. 1

Identify each mark owned or used by you that incorporates, in whole or in part, "RELIANT" as a component.

RESPONSE TO INTERROGATORY NO. 1

INTERROGATORY NO. 2

Identify all persons who participated in or were consulted concerning the selection and adoption by RHP of each mark identified in response to Interrogatory No. 1, including identifying the role performed by each person in the consideration, selection, approval, or adoption of the mark and the dates which the person performed his/her role.

RESPONSE TO INTERROGATORY NO. 2

INTERROGATORY NO. 3

Has RHP, including without limitation any attorney or agent acting on behalf of RHP, ever made or caused to be made any search relating to the availability for registration or use of the marks identified in response to Interrogatory No. 1 or any other marks consisting of or containing the term RELIANT REHABILITATION by persons other than RHP, or to determine the availability or registrability of a RELIANT REHABILITATION as a component of a mark? If the answer is other than an unqualified negative, state as to each such search:

- a) the date the search was made;
- b) the person requesting the search;
- c) the person performing the search;
- d) the person reviewing the results of the search;
- e) each mark found in the search;
- f) each document (including but not limited to each search report) referring or relating to the search;
- and
- g) the actions, if any, taken by RHP as a result of any matter revealed in the search or search reports.

RESPONSE TO INTERROGATORY NO. 3

INTERROGATORY NO. 4

Describe each different service RHP markets under each mark identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 4**INTERROGATORY NO. 5**

For each different service described in response to Interrogatory No. 4, state the first use dates anywhere and first use dates in interstate commerce.

RESPONSE TO INTERROGATORY NO. 5**INTERROGATORY NO. 6**

For each different service described in response to Interrogatory No. 4, state the amount of annual sales (in quantities and dollar value) realized over the last five (5) years and projected for each such service.

RESPONSE TO INTERROGATORY NO. 6**INTERROGATORY NO. 7**

For each different service described in response to Interrogatory No. 4, describe the typical customers for each such service.

RESPONSE TO INTERROGATORY NO. 7**INTERROGATORY NO. 8**

Identify each person who has rendered services to or on behalf of RHP in connection with advertising or promotion of RHP's services identified in response to Interrogatory No. 4 and for each such person state the nature of the services performed and the dates such services were performed.

RESPONSE TO INTERROGATORY NO. 8

INTERROGATORY NO. 9

Identify each person having knowledge or information relating to any investigations, surveys, interviews, polls, market research, studies, forecasts, tests, or other research conducted by or on behalf of RHP and that relate to the marks identified in response to Interrogatory No. 1 and/or the services identified in response to Interrogatory No. 4, and describe such research, including but not limited to the persons involved, the date, the market or area, the classes and number or persons surveyed or investigated, the methods used, and all documents constituting referring or relating to such research.

RESPONSE TO INTERROGATORY NO. 9

INTERROGATORY NO. 10

Describe every protest or objection that any person has made to RHP's use of any of the marks identified in response to Interrogatory No. 1, including but not limited to identifying the person making the objection; the substance of the objection; the date when the objection was made; RHP's responses to the objection; each person having knowledge of the objection and response; and each document referring or relating to or comprising the objection and any responses thereto.

RESPONSE TO INTERROGATORY NO. 10

INTERROGATORY NO. 11

Describe how and when RHP first became aware of RMG's use of the RELIANT REHABILITATION mark in any fashion, including without limitation identifying each person employed by

or associated with RHP who acquired such awareness and all documents referring or relating to such awareness.

RESPONSE TO INTERROGATORY NO. 11

INTERROGATORY NO. 12

Describe the methods by which RHP advertises, distributes, and sells its services identified in response to Interrogatory No. 4, including but not limited to the channels of trade and distribution and the methods of advertising and promotion.

RESPONSE TO INTERROGATORY NO. 12

INTERROGATORY NO. 13

Identify each instance in which RHP is providing care and/or rehabilitation services under a mark that incorporates the term RELIANT, including but not limited to care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery.

RESPONSE TO INTERROGATORY NO. 13

INTERROGATORY NO. 14

Identify each instance in which RHP is providing "care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery" under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 14

INTERROGATORY NO. 15

Identify each customer of RHP's rehabilitation services marketed under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 15

INTERROGATORY NO. 16

Identify each customer to whom RHP is providing "[e]xtended acute care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery" under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 16

INTERROGATORY NO. 17

Describe the role played by each natural person who provided information or otherwise participated in the drafting of the answers to these interrogatories, including but not limited to identifying the names of each person and the specific interrogatories and specify which interrogatory or interrogatories.

RESPONSE TO INTERROGATORY NO. 17

INTERROGATORY NO. 18

Identify all third party uses in connection with goods or services of any marks comprising of or incorporating the term RELIANT of which RHP was aware prior to its adoption of each of the marks identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 18

INTERROGATORY NO. 19

Identify all websites owned, operated, and/or maintained by you or on your behalf from which you sell or advertise the services identified in response to Interrogatory No. 4, including for each domain name, the persons responsible for creating and/or updating the website content, the operator of the website, the website hosting company, and the date the website first went live.

RESPONSE TO INTERROGATORY NO. 19

INTERROGATORY NO. 20

Define "physical rehabilitation" services.

RESPONSE TO INTERROGATORY NO. 20

INTERROGATORY NO. 21

Define "physical rehabilitation facilities."

RESPONSE TO INTERROGATORY NO. 21

INTERROGATORY NO. 22

Identify each owner in the chain of title for each of the marks identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 22

INTERROGATORY NO. 23

Identify each person whose testimony you intend to offer into evidence at the trial of this matter.

RESPONSE TO INTERROGATORY NO. 23

INTERROGATORY NO. 24

Identify each document you intend to offer into evidence at the trial of this matter.

RESPONSE TO INTERROGATORY NO. 24

Dated: March 31, 2010

Respectfully submitted,

/David W. Nance/

David W. Nance
FL Bar No. 32126
La. Bar No. 25467
NY 3rd Dept.
TX Bar No. 2401 3225
D.W. Nance, LLC
5700 Magazine Street
New Orleans, LA 70115
504-717-4730 voice
888-698-7007 facsimile
david@dwnance.com
www.dwnance.com

COUNSEL FOR REGISTRANT

CERTIFICATE OF SERVICE

The undersigned hereby does certify that a true copy of the foregoing was served this 31st day of March 2010, by electronic message, with prior consent, on the following:

Deborah A. Wilcox
BAKER & HOSTETLER LLP
1900 East 9th Street, Suite 3200
Cleveland, Ohio 44114-3485
Tel: (216) 861-7864
Fax: (216) 696-0740
dwilcox@bakerlaw.com

COUNSEL FOR PETITIONER

/David W. Nance/

David W. Nance

UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

RELIANT HOSPITAL PARTNERS, LLC

Petitioner,

vs.

RELIANT MANAGEMENT GROUP, LLC

Registrant.

CANCELLATION NO. 92051514

MARK: RELIANT REHABILITATION

REGISTRATION NO. 3426134

CLASS: 44

SERVICES: Physical rehabilitation; Providing
physical rehabilitation facilities

REGISTERED: May 13, 2008

REGISTRANT'S FIRST REQUEST FOR PRODUCTION

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Registrant Reliant Management Group, LLC ("RMG") requests that Reliant Hospital Partners, LLC ("RHP") produce for inspection and copying documents responsive to the requests below.

RMG requests that the documents be produced for inspection and copying at the office of its counsel, D.W. Nance, LLC, 5700 Magazine Street, New Orleans, LA 70115, within thirty (30) days after service hereof.

RHP is also requested to serve a written response, separately responding to each request set out herein (specifically identifying for which request responsive documents are or are not being produced or otherwise identified on appropriate privileged document schedules), as required by Rule 34(b) of the Federal Rules of Civil Procedure, on or before thirty (30) days after service of these requests.

DEFINITIONS AND INSTRUCTIONS

1. **Definitions:** These Requests shall be governed by the following definitions:

a. "RHP" or "You" refers to and includes RHP and any and all formal or informal business entities that RHP owns, in whole or in part, or to any degree, directly or indirectly, controls or exercises control of, in whole or in part, or partners with, including any and all subsidiaries, sisters, predecessors, or successor business entities, or any affiliates or divisions thereof, and any directors,

officers, agents, employees, partners, and attorneys of any of the aforesaid, including all persons acting or purporting to act on behalf of or who are subject to the direction and control of, any of the foregoing, to the extent that they are or have been involved in any way with the subject matter of the following Requests.

b. "RMG" refers to and includes RMG and any and all formal or informal business entities that RMG owns, in whole or in part, or to any degree, directly or indirectly, controls or exercises control of, in whole or in part, or partners with, including any and all subsidiaries, sisters, predecessors, or successor business entities, or any affiliates or divisions thereof, and any directors, officers, agents, employees, partners, and attorneys of any of the aforesaid, including all persons acting or purporting to act on behalf of or who are subject to the direction and control of, any of the foregoing, to the extent that they are or have been involved in any way with the subject matter of the following Requests.

c. The term "document" or "documents" as used herein shall be defined to the broadest extent permitted by Federal Rule of Civil Procedure 34 and includes, whenever applicable and without limitation, the originals, (absent any original, a copy) of any recordation of any intelligence or information, whether handwritten, typed, printed, or otherwise visually or aurally reproduced, letters, correspondence, memoranda, telegrams, notes, reports, compilations, data, notebooks, laboratory notebooks, work papers, graphs, charts, blueprints, books, pamphlets, brochures, circulars, manuals, instructions, ledgers, drawings (including engineering, assembly, and detail drawings), sketches, photographs, diaries, sales literature, advertising literature, agreements, minutes of meetings, punch cards, disc, tape, wire, or other magnetic storage media, other machines producible records including films, videotapes and sound reproductions, printout sheets, summaries or records of telephone conversations, personal conversations or interviews, and any and all other writings, typings, printings, drafts, copies or mechanical or photographs reproductions or recordations thereof in the possession, custody or control of RHP or known to RHP, whether or not prepared by RHP. "Documents" or "documents" also include all copies which are not identical to the originals, such as those bearing marginal comments, alterations, notes or other notations not present on the original document as originally written, typed, or otherwise prepared.

The term "document" or "documents" as used herein also includes any medium upon which intelligence or information is recorded or from which intelligence or information can be recorded, retrieved, or perceived, with or without the use of detection devices, including without limitation computer hard drives and other forms of invisible electronic data.

d. The designation "person" or "party" refers to and includes any natural or juridical person, including any business entity, as well as their officers, members, employees and agents.

e. The designation "mark" refers to and includes any trademark, service mark, trade name, d.b.a., or other type of designation, such as a hospital name, used or claimed by you within the past five (5) years.

f. The "RELIANT REHABILITATION Mark" refers to RMG's mark as registered in federal registration No. 3426134.

2. **Rules of Construction.** The following rules of construction apply to these requests:

a. *All/Each.* The terms "all" and "each" shall be construed as all and each.

b. *All/Or.* The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

c. *Number.* The use of the singular form of any word includes the plural and *vice versa*.

d. *Person or Party.* The designation "person" or "party" refers to and includes any natural or juridical person, including any business entity, as well as their officers, members, employees and agents.

3. **Instructions.** The following other instructions apply to these requests:

a. *Comprehensiveness of Response.* In answering these requests, you are to furnish all documents available to you, including documents in the possession of your attorneys and agents, and not merely documents in your own possession.

b. *Continuing Obligation to Respond.* With respect to the following request for production, the information sought is that which is current as of the date of their receipt, unless otherwise stated in a particular request, but these requests for production shall be deemed continuing pursuant to

Fed. R. Civ. P. 26(e), so that with respect to any request for production herein, or part hereof, as to which RHP, after responding, acquires additional knowledge or information, RMG requests that RHP serve supplemental answers within thirty (30) days after acquiring such additional knowledge or information.

c. *Multiple Versions.* When any original, draft, copy or reproduction of any document responsive to any of the following requests contains or has been revised to include any postscript, notation, change, amendment or addendum not appearing on said document itself as originally written, typed, or otherwise prepared, produce each such revised original, draft, copy or reproduction.

d. *Document Descriptions.* The specific or duplicative or overlapping nature of any of the document descriptions set forth below shall not be construed to limit the generality or breadth of any other document description contained in this or any other request.

e. *Privilege.* If you claim any form of privilege, whether based on statute or otherwise, as a ground for not providing information in response to a request set forth below: (i) identify the nature of the privilege being claimed; (ii) for each document for which a privilege is claimed, state the type of document (letter, purchase journal, invoice, etc.), the general subject matter of the document (without revealing the information as to which privilege is claimed, but with sufficient specificity to permit the Court to make a full determination whether the claim of privilege is valid), the date of the document, and such other information as is necessary to identify the document for a subpoena *duces tecum*, including, where appropriate, the author, addressee, and any other recipient.

f. *Inability to Respond.* If, after a reasonable and thorough investigation using due diligence, you are unable to produce a document or thing requested, specify in full and complete detail whether such document or thing existed or exists, and if so, the reason the document or thing is not available for production and what has been done to locate such document or thing. In addition, specify what knowledge you do have concerning that portion of the discovery request not responded to and set forth the facts upon which such knowledge is based.

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1

All documents identified in, referred to, or relied upon in responding to RMG's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1

REQUEST FOR PRODUCTION NO. 2

All reports, tables, organizational charts, and other documents that identify RHP's organizational structure, including but not limited to holding and subsidiary and partnering business entities and natural persons, as well as officers, members, employees, contractors and agents responsible for the advertising, selling, or otherwise marketing any of the services under the marks identified in response to Interrogatory No. 1, including but not limited to documents identifying current and intended customers of such services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2

REQUEST FOR PRODUCTION NO. 3

All documents and things that refer or relate to the selection, acquisition, or adoption of marks identified in response to Interrogatory No. 1 by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3

REQUEST FOR PRODUCTION NO. 4

All documents and things that refer or relate to publicity received by RHP in connection with any marks identified in response to interrogatory No. 1 and or any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4

REQUEST FOR PRODUCTION NO. 5

All documents that constitute, refer, relate, or pertain to any and all alternative marks to the marks identified in response to Interrogatory No. 1 considered for use by RHP before it adopted the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5

REQUEST FOR PRODUCTION NO. 6

All documents that constitute or refer or relate to any applications or registrations or attempts to register any of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6

REQUEST FOR PRODUCTION NO. 7

All documents that constitute or refer, relate, or pertain to any and all marks used by RHP in connection with any of the products identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7

REQUEST FOR PRODUCTION NO. 8

All documents that constitute or refer, relate, or pertain to domain names owned by RHP in connection with any of the marks identified in response to Interrogatory No. 1 or the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8

REQUEST FOR PRODUCTION NO. 9

All documents that identify the rehabilitation related medical services, including but not limited to "[e]xtended acute care hospitalization services and skilled nursing facility providing inpatient and

outpatient care consisting of treatment programs following a major illness, trauma, or surgery," offered by RHP within the past five (5) years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9

REQUEST FOR PRODUCTION NO. 10

All documents that identify the services you provide in connection with the designation RELIANT REHABILITATION HOSPITAL.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10

REQUEST FOR PRODUCTION NO. 11

All documents that constitute or refer, relate, or pertain to advertising for any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11

REQUEST FOR PRODUCTION NO. 12

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL anywhere by you.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12

REQUEST FOR PRODUCTION NO. 13

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL by you in interstate commerce.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13

REQUEST FOR PRODUCTION NO. 14

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL at each of the physical locations in the United States where you provide any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14

REQUEST FOR PRODUCTION NO. 15

All documents that constitute or refer, relate, or pertain to indemnification or allocation of responsibility for accepting or defending against liability for mark infringement from among the natural and juridical persons covered under the definition above of "you."

RESPONSE TO REQUEST FOR PRODUCTION NO. 15

REQUEST FOR PRODUCTION NO. 16

All documents that refer or relate to any efforts by RHP to oppose any application and/or to cancel any registration for a mark based in whole or in part on RHP's marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16

REQUEST FOR PRODUCTION NO. 17

All documents and things that refer or relate to the use of the marks identified in response to Interrogatory No.1 by RHP in connection with a commercial transaction.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17

REQUEST FOR PRODUCTION NO. 18

All documents that indicate the volume of services sold over the last five (5) years and projected to be sold by RHP under the marks identified in response to Interrogatory No. 1 on an annual basis.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18**REQUEST FOR PRODUCTION NO. 19**

All documents that identify the expenditures incurred and projected expenditures by RHP in connection with the advertising and/or promotion of services bearing the marks identified in response to Interrogatory No. 1 on an annual basis for the last five (5) years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19**REQUEST FOR PRODUCTION NO. 20**

Specimens of all advertising for RHP's services marketed under the marks identified in response to Interrogatory No. 1, including but not limited to copies or photographs of all signage.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20**REQUEST FOR PRODUCTION NO. 21**

All documents and things that refer or relate to any search or investigation performed or opinion given, by or for RHP, for the purpose of determining whether the marks identified in response to Interrogatory No. 1 might infringe or cause a likelihood of confusion with any other mark, including but not limited to the RELIANT REHABILITATION mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21**REQUEST FOR PRODUCTION NO. 22**

All documents and things that refer or relate to and/or constitute any investigation, study, survey, and/or poll conducted by or on behalf of RHP concerning any matter relating to the likelihood of confusion between the marks identified in response to Interrogatory No. 1 and any other mark, including but not limited to the RELIANT REHABILITATION mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22

REQUEST FOR PRODUCTION NO. 23

All documents that refer or relate to conflicts or potential conflicts between RHP's use of the marks identified in response to Interrogatory No. 1 and any other person's use of a mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23

REQUEST FOR PRODUCTION NO. 24

All documents and things that constitute or relate or refer to any protest, challenge, objection, complaint, litigation, proceeding, or controversy relating or referring to the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24

REQUEST FOR PRODUCTION NO. 25

All documents and things that refer or relate to development, testing, opinions, investigations, surveys, interviews, polls, market research, studies, forecasts, tests, or other research related to RHP services sold under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25

REQUEST FOR PRODUCTION NO. 26

All documents that relate or refer to actual or perceived defects, negative comments, or complaints in connection with services sold by RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26

REQUEST FOR PRODUCTION NO. 27

All expert reports related to the marks identified in response to Interrogatory NO. 1, including without limitation all draft reports, documents sent to or received from any expert, and all documents relied upon by any expert.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27

REQUEST FOR PRODUCTION NO. 28

All documents and things that refer or relate to any marketing strategies or policies adopted or considered by RHP in connection with the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28

REQUEST FOR PRODUCTION NO. 29

All documents that refer or relate to any instructions provided by RHP either internally and/or to third parties regarding the selection and/or creation of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29

REQUEST FOR PRODUCTION NO. 30

All documents that refer or relate to and/or constitute source material used by or on behalf of RHHP in connection with the selection and/or creation of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30

REQUEST FOR PRODUCTION NO. 31

All documents that refer or relate to and/or constitute promotional literature, brochures, leaflets, point of sale displays, stationery, invoices, order forms, letterheads, business cards, price lists, catalogues, or the like prepared by or on behalf of and/or used by RHP which display the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31

REQUEST FOR PRODUCTION NO. 32

All documents that refer or relate to any promotional activities engaged in by RHP related to any service that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32

REQUEST FOR PRODUCTION NO. 33

All documents that refer or relate to the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33

REQUEST FOR PRODUCTION NO. 34

All documents that refer or relate to and/or constitute invoices, purchase orders or other contracts for the sale of services which RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34

REQUEST FOR PRODUCTION NO. 35

All documents that refer to the pricing for the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35

REQUEST FOR PRODUCTION NO. 36

All documents that refer or relate to meetings, dealings, and/or correspondence between RHP and any other person regarding the sale, marketing, and/or use of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36

REQUEST FOR PRODUCTION NO. 37

All documents that refer or relate to the chain of title of the marks identified in response to Interrogatory No. 1, including without limitation any assignments and licensing agreements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37

REQUEST FOR PRODUCTION NO. 38

All documents sufficient to identify and describe each and every different service marketed by RHP within the last five (5) years, including but not limited to documents evidencing the name and/or mark, advertising and service description for each such service.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38

REQUEST FOR PRODUCTION NO. 39

For each different service identified by your response to Interrogatory No. 4, all documents that identify or refer or relate to the channels of distribution used by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39

REQUEST FOR PRODUCTION NO. 40

For each different service identified by your response to Interrogatory No. 4, all documents that identify or refer or relate to the methods of advertising and/or promotion used by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 40

REQUEST FOR PRODUCTION NO. 41

All documents that constitute or refer, relate, or pertain to RHP's awareness, prior to its adoption of any of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41

REQUEST FOR PRODUCTION NO. 42

All documents that refer or relate to and/or discuss use of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42

REQUEST FOR PRODUCTION NO. 43

All documents that constitute or refer or relate to the distribution and sale of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43

REQUEST FOR PRODUCTION NO. 44

All documents that constitute or refer or relate to any coexistence agreement within the last five (5) years between RHP and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44

REQUEST FOR PRODUCTION NO. 45

All documents that constitute or refer or relate to any licensing agreement in effect within the last five (5) years between natural or juridical persons falling under the definition above of "you" or between you and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45

REQUEST FOR PRODUCTION NO. 46

All documents that constitute or refer or relate to any settlement agreement in effect within the last five (5) years between natural or juridical persons falling under the definition above of "you" or between you and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46

REQUEST FOR PRODUCTION NO. 47

All documents that constitute or refer or relate to any opposition or cancellation action in which RHP was a party and which involved a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47

REQUEST FOR PRODUCTION NO. 48

All documents that constitute or refer, relate, or pertain to any surveys or studies done by or on behalf of RHP concerning the customer base for services bearing the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48

REQUEST FOR PRODUCTION NO. 49

All documents that constitute or refer, relate, or pertain to Internet use of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49

REQUEST FOR PRODUCTION NO. 50

All documents that constitute or refer, relate, or pertain to every instance within the last five (5) years where RHP has been a party to or otherwise participated in any litigation or administrative proceeding (other than the present litigation) involving claims of mark infringement or likelihood of confusion, including but not limited to identifying the date on which each such litigation or proceeding was commenced; all of the parties involved in each such litigation or proceeding; the court, board, or agency involved in each such litigation or proceeding; the title and docket number of each such litigation or proceeding; and the final resolution or status of each pending litigation or proceeding.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50

Dated: March 20, 2010

Respectfully submitted,

/David W. Nance/

David W. Nance
FL Bar No. 32126
La. Bar No. 25467
NY 3rd Dept.
TX Bar No. 2401 3225
D.W. Nance, LLC
5700 Magazine Street
New Orleans, LA 70115
504-717-4730 voice
888-698-7007 facsimile
david@dwnance.com
www.dwnance.com

COUNSEL FOR REGISTRANT

CERTIFICATE OF SERVICE

The undersigned hereby does certify that a true copy of the foregoing was served this 20th day of March 2010, by electronic message, with prior consent, on the following:

Deborah A. Wilcox
BAKER & HOSTETLER LLP
1900 East 9th Street, Suite 3200
Cleveland, Ohio 44114-3485
Tel: (216) 861-7864
Fax: (216) 696-0740
dwilcox@bakerlaw.com

COUNSEL FOR PETITIONER

/David W. Nance/

David W. Nance

**UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD**

RELIANT HOSPITAL PARTNERS, LLC

CANCELLATION NO. 92051514

Petitioner

vs.

MARK: RELIANT REHABILITATION
REGISTRATION NO. 3426134

RELIANT MANAGEMENT GROUP,
LLC

CLASS: 44

Registrant.

REGISTERED: May 13, 2008

**PETITIONER'S OBJECTIONS AND RESPONSES TO REGISTRANT'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Petitioner Reliant Hospital Partners, LLC ("RHP") hereby responds to Registrant Reliant Management Group, LLC ("RMG") interrogatories.

RESERVATIONS

RHP agrees to respond, subject to the General Objections and Specific Objections (as set forth below), without waiving, and expressly reserving all such objections. RHP submits these objections and answers subject to the Federal Rules of Civil Procedure and will respond to the Interrogatories consistent with these rules.

Any disclosure of information or documents that are protected by the attorney client privilege, the work product doctrine, or any other privilege, doctrine or immunity is inadvertent and not intended to waive any privilege or protection.

RHP agrees to respond to RMG's Interrogatories on the basis of the information currently available to it, given that discovery in this action is still continuing. Nothing contained in these responses shall in any way limit RHP's ability to make all uses at trial or otherwise of other evidence that may be discovered in the future.

RHP therefore responds without waiving the right to change, modify, supplement, or clarify, the objections and responses contained herein at any time before trial. RHP will supplement its responses as required by the Federal Rules of Civil Procedure.

RHP, in providing the responses requested by RMG, does not waive any objections with respect to the admission of such information or documents into evidence.

Any employees identified in documents produced pursuant to these Interrogatories should be contacted, if at all, through Baker & Hostetler LLP.

GENERAL OBJECTIONS

1. RHP objects to each Interrogatory to the extent that it seeks information that is protected from discovery by the attorney client privilege, work product doctrine, or any other privilege, doctrine or immunity ("Privilege").
2. RHP objects to each Interrogatory to the extent that it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence ("Irrelevant").
3. RHP objects to each Interrogatory to the extent that it seeks information that is from a time prior to or after the events or circumstances relevant to the matters pertaining to the captioned proceeding ("Time Period").
4. RHP objects to each Interrogatory to the extent that it seeks information that is pertaining to matters other than those that are the subject matter of this litigation ("Beyond Scope").

5. RHP objects to each Interrogatory to the extent that it seeks information that is being sought pursuant to requests that are vague or ambiguous ("Vague").

6. RHP objects to each Interrogatory to the extent that it seeks information that is being sought pursuant to requests that are overbroad or burdensome and/or harassing ("Overbroad").

7. RHP objects to each Interrogatory to the extent that it seeks information that is being sought pursuant to requests that are harassing ("Harassing").

8. RHP objects to each Interrogatory to the extent that it seeks information that is being sought pursuant to requests that require a legal conclusion or call for speculation ("Speculation").

9. RHP objects to each Interrogatory to the extent that it seeks information that is beyond the scope of the obligations or requirements contained in the Federal Rules of Civil Procedure, is outside the possession or control of RHP and/or is not reasonably available to RHP, and expressly objects to RMG's definition of "RHP" as including anyone who "partners" with RHP ("Beyond Rules").

10. Insofar as the Interrogatories relate to confidential business information that, if released, would substantially endanger RHP's competitive position, RHP objects to production of such confidential business information without a protective order ("Confidential").

RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1:

Identify each mark owned or used by you that incorporates, in whole or in part, "RELIANT" as a component.

RESPONSE TO INTERROGATORY NO. 1:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules. Notwithstanding and subject to these objections, RHP states see documents produced with respect to establishing standing for RHP to bring this cancellation action.

INTERROGATORY NO. 2:

Identify all persons who participated in or were consulted concerning the selection and adoption by RHP of each mark identified in response to Interrogatory No. 1, including identifying the role performed by each person in the consideration, selection, approval, or adoption of the mark and the dates which the person performed his/her role.

RESPONSE TO INTERROGATORY NO. 2:

RHP objects on the grounds of Privilege, Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 3:

Has RHP, including without limitation any attorney or agent acting on behalf of RHP, ever made or caused to be made any search relating to the availability for registration or use of the marks identified in response to Interrogatory No. 1 or any other marks consisting of or containing the term RELIANT REHABILITATION by persons other than RHP, or to determine the availability

or registerability of a RELIANT REHABILITATION as a component of a mark? If the answer is other than an unqualified negative, state as to each such search:

- a) the date the search was made;
- b) the person requesting the search;
- c) the person performing the search;
- d) the person reviewing the results of the search;
- e) each mark found in the search;
- f) each document (including but not limited to each search report) referring or relating to the search; and
- g) the actions, if any, taken by RHP as a result of any matter revealed in the search or search reports.

RESPONSE TO INTERROGATORY NO. 3:

RHP objects on the grounds of Privilege, Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 4:

Describe each different service RHP markets under each mark identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 4:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 5:

For each different service described in response to Interrogatory No. 4, state the first use dates anywhere and first use dates in interstate commerce.

RESPONSE TO INTERROGATORY NO. 5:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 6:

For each different service described in response to Interrogatory No. 4, state the amount of annual sales (in quantities and dollar value) realized over the last five (5) years and projected for each such service.

RESPONSE TO INTERROGATORY NO. 6:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 7:

For each different service described in response to Interrogatory No. 4, describe the typical customers for each such service.

RESPONSE TO INTERROGATORY NO. 7:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 8:

Identify each person who has rendered services to or on behalf of RHP in connection with advertising or promotion of RHP's services identified in response to Interrogatory No. 4 and for each such person state the nature of the services performed and the dates such services were performed.

RESPONSE TO INTERROGATORY NO. 8:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 9:

Identify each person having knowledge or information relating to any investigations, surveys, interviews, polls, market research, studies, forecasts, tests, or other research conducted by or on behalf of RHP and that relate to the marks identified in response to Interrogatory No. 1 and/or the services identified in response to Interrogatory No. 4, and describe such research, including but not limited to the persons involved, the date, the market or area, the classes and number or persons surveyed or investigated, the methods used, and all documents constituting referring or relating to such research.

RESPONSE TO INTERROGATORY NO. 9:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 10:

Describe every protest or objection that any person has made to RHP's use of any of the marks identified in response to Interrogatory No. 1, including but not limited to identifying the person

making the objection; the substance of the objection; the date when the objection was made; RHP's responses to the objection; each person having knowledge of the objection and response; and each document referring or relating to or comprising the objection and any responses thereto.

RESPONSE TO INTERROGATORY NO. 10:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 11:

Describe how and when RHP first became aware of RMG's use of the RELIANT REHABILITATION mark in any fashion, including without limitation identifying each person employed by or associated with RHP who acquired such awareness and all documents referring or relating to such awareness.

RESPONSE TO INTERROGATORY NO. 11:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 12:

Describe the methods by which RHP advertises, distributes, and sells its services identified in response to Interrogatory No. 4, including but not limited to the channels of trade and distribution and the methods of advertising and promotion.

RESPONSE TO INTERROGATORY NO. 12:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 13:

Identify each instance in which RHP is providing care and/or rehabilitation services under a mark that incorporates the term RELIANT, including but not limited to care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery.

RESPONSE TO INTERROGATORY NO. 13:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 14:

Identify each instance in which RHP is providing “care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery” under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 14:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 15:

Identify each customer of RHP’s rehabilitation services marketed under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 15:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 16:

Identify each customer to whom RHP is providing “[e]xtended acute care hospitalization services and skilled nursing facility providing inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery” under a mark that incorporates the term RELIANT.

RESPONSE TO INTERROGATORY NO. 16:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 17:

Describe the role played by each natural person who provided information or otherwise participated in the drafting of the answers to these interrogatories, including but not limited to identifying the names of each person and the specific interrogatories and specify which interrogatory or interrogatories.

RESPONSE TO INTERROGATORY NO. 17:

Chester Crouch, Ellen Lytle, Tracey Nixon, Cynthia Nelson and Mary Alexander assisted with the Responses.

INTERROGATORY NO. 18:

Identify all third party uses in connection with goods or services of any marks comprising of or incorporating the term RELIANT of which RHP was aware prior to its adoption of each of the marks identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 18:

RHP objects on the grounds of Privilege, Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 19:

Identify all websites owned, operated, and/or maintained by you or on your behalf from which you sell or advertise the services identified in response to Interrogatory No. 4, including for each domain name, the persons responsible for creating and/or updating the website content, the operator of the website, the website hosting company, and the date the website first went live.

RESPONSE TO INTERROGATORY NO. 19:

RHP objects on the grounds of Irrelevant, Beyond Scope, Beyond Rules and Confidential.

INTERROGATORY NO. 20:

Define "physical rehabilitation" services.

RESPONSE TO INTERROGATORY NO. 20:

Rehabilitation services includes the one limited area of physical therapy but provides a full range of treatments that licensed health practitioners may recommend to reduce physical or mental disability or restore eligible beneficiaries to their best possible functional levels. The rehabilitation services provides Vocational Counselors, Social Workers, Therapeutic Recreational Therapists, Neurophysiologists, Physical Therapists, Occupational Therapists, Speech Therapists, Respiratory Therapists, Pharmacist, Case Managers, Dieticians, and Rehabilitation Nurses all of whom help the patients gain a better understanding of their physical abilities, and teach adaptive strategies to help achieve a greater level of independence.

INTERROGATORY NO. 21:

Define "physical rehabilitation facilities."

RESPONSE TO INTERROGATORY NO. 21:

Physical rehabilitation facilities are facilities that provide services taken to promote the optimum attainable levels of physical, cognitive, emotional, psychological, social and economic usefulness, and thereafter maintain the individual at the maximal functional level. The term is used to denote such services provided in inpatient and outpatient setting, ranging from specialized coordinated medically based programs in specialized hospitals to units of hospitals.

As to specialized physical rehabilitation facilities, which are referred to as Inpatient

Rehabilitation Facility (IRF) it means Rehabilitation services, which have been classified by Medicare as an inpatient rehabilitation facility pursuant to 42 C.F.R. §412.23(b)(2), provided to a patient who requires hospitalization, which provides coordinated and integrated services that include evaluation and treatment, and emphasizes education and training of those served. The program is applicable to those individuals who require an intensity of services which includes, as a minimum, physician coverage 24 hours per day, seven days per week, with daily (at least five days per week) medical supervision, complete medical support services including consultation, 24-hour-per-day nursing, and daily (at least five days per week) multidisciplinary rehabilitation programming for a minimum of three hours per day.

INTERROGATORY NO. 22:

Identify each owner in the chain of title for each of the marks identified in response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 22:

RHP objects on the grounds of Irrelevant, Beyond Scope, and Beyond Rules.

INTERROGATORY NO. 23:

Identify each person whose testimony you intend to offer into evidence at the trial of this matter.

RESPONSE TO INTERROGATORY NO. 23:

RHP objects on the grounds of Beyond Rules. Notwithstanding and subject to this objection, RHP has not yet determined each person who will testify.

INTERROGATORY NO. 24:

Identify each document you intend to offer into evidence at the trial of this matter.

RESPONSE TO INTERROGATORY NO. 24:

RHP objects on the grounds of Beyond Rules. Notwithstanding and subject to this objection, RHP has not yet determined each document it will offer into evidence.

Dated: April 30, 2010

Respectfully submitted as to objections,

/Deborah A. Wilcox/

Deborah A. Wilcox
Baker & Hostetler LLP
3200 PNC Building
1900 E. 9th St.
Cleveland, OH 44114
Phone: 216-621-0200
Fax: 216-696-0740
Attorney for Petitioner

CERTIFICATE OF SERVICE

The undersigned hereby does certify that a true copy of the foregoing was served this 30th day of April 2010, by electronic message, with prior consent, on the following:

David W. Nance
D.W. Nance, LLC
5700 Magazine Street
New Orleans, LA 70115
phone: 504-717-4730
fax: 888-698-7007
email: david@dwnance.com
Attorney for Registrant

/Deborah A. Wilcox
Deborah A. Wilcox
Attorney for Petitioner

DECLARATION

Chester Crouch of Reliant Hospital Partners, LLC, under penalty of perjury, declares as follows:

Reliant Hospital Partners, LLC has authorized me to answer the foregoing interrogatories; I have read the interrogatories and answers thereto; I have knowledge of the contents thereof based on my personal knowledge, discussion with company representatives, and review of company records; and I certify the same to be true to the best of my knowledge and belief.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that all of the foregoing is true and correct to the best of my knowledge and belief.

Reliant Hospital Partners, LLC

By: _____

Chester Crouch

UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

RELIANT HOSPITAL PARTNERS, LLC

Petitioner,

vs.

RELIANT MANAGEMENT GROUP, LLC

Registrant.

CANCELLATION NO. 92051514

MARK: RELIANT
REHABILITATION

REGISTRATION NO. 3426134

CLASS: 44
SERVICES: Physical rehabilitation;

Providing physical rehabilitation
facilities

REGISTERED: May 13, 2008

**PETITIONER'S OBJECTIONS AND RESPONSES TO REGISTRANT'S FIRST
REQUEST FOR PRODUCTION**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Petitioner Reliant Hospital Partners, LLC ("RHP") hereby objects and responds to Reliant Management Group, LLC's ("RMG") First Request for Production.

RESERVATIONS

RHP agrees to respond, subject to the General Objections and Specific Objections (as set forth below), without waiving, and expressly reserving all such objections. RHP submits these objections and answers subject to the Federal Rules of Civil Procedure and will respond to the Document Requests consistent with these rules.

Any disclosure of information or documents that are protected by the attorney client privilege, the work product doctrine, or any other privilege, doctrine or immunity is inadvertent and not intended to waive any privilege or protection.

RHP agrees to respond to RMG's Document Requests on the basis of the information currently available to it, given that discovery in this action is still continuing. Nothing contained

in these responses shall in any way limit RHP's ability to make all uses at trial or otherwise of other evidence that may be discovered in the future.

RHP therefore responds without waiving the right to change, modify, supplement, or clarify, the objections and responses contained herein at any time before trial. RHP will supplement its responses as required by the Federal Rules of Civil Procedure.

RHP, in providing the responses requested by RMG, does not waive any objections with respect to the admission of such information or documents into evidence.

Any employees identified in documents produced pursuant to these Requests should be contacted, if at all, through Baker & Hostetler LLP.

GENERAL OBJECTIONS

1. RHP objects to each Document Request to the extent that it seeks information that is protected from discovery by the attorney client privilege, work product doctrine, or any other privilege, doctrine or immunity ("Privilege").
2. RHP objects to each Document Request to the extent that it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence ("Irrelevant").
3. RHP objects to each Document Request to the extent that it seeks information that is from a time prior to or after the events or circumstances relevant to the matters pertaining to the captioned proceeding ("Time Period").
4. RHP objects to each Document Request to the extent that it seeks information that is pertaining to matters other than those that are the subject matter of this litigation ("Beyond Scope").
5. RHP objects to each Document Request to the extent that it seeks information that is being sought pursuant to requests that are vague or ambiguous ("Vague").

6. RHP objects to each Document Request to the extent that it seeks information that is being sought pursuant to requests that are overbroad or burdensome and/or harassing ("Overbroad").

7. RHP objects to each Document Request to the extent that it seeks information that is being sought pursuant to requests that are harassing ("Harassing").

8. RHP objects to each Document Request to the extent that it seeks information that is being sought pursuant to requests that require a legal conclusion or call for speculation ("Speculation").

9. RHP objects to each Document Request to the extent that it seeks information that is beyond the scope of the obligations or requirements contained in the Federal Rules of Civil Procedure, is outside the possession or control of RHP and/or is not reasonably available to RHP, and expressly objects to RMG's definition of "RHP" as including anyone who "partners" with RHP ("Beyond Rules").

10. Insofar as the Interrogatories relate to confidential business information that, if released, would substantially endanger RHP's competitive position, RHP objects to production of such confidential business information without a protective order ("Confidential").

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All documents identified in, referred to, or relied upon in responding to RMG's First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

RHP objects on the grounds of Overbroad. Notwithstanding and subject to the objection, documents are produced herewith.

REQUEST FOR PRODUCTION NO. 2:

All reports, tables, organizational charts, and other documents that identify RHP's organizational structure, including but not limited to holding and subsidiary and partnering business entities and natural persons, as well as officers, members, employees, contractors and agents responsible for the advertising, selling, or otherwise marketing any of the services under the marks identified in response to Interrogatory No. 1, including but not limited to documents identifying current and intended customers of such services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 3:

All documents and things that refer or relate to the selection, acquisition, or adoption of marks identified in response to Interrogatory No. 1 by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 4:

All documents and things that refer or relate to publicity received by RHP in connection with any marks identified in response to interrogatory No. 1 and or any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 5:

All documents that constitute, refer, relate, or pertain to any and all alternative marks to the marks identified in response to Interrogatory No. 1 considered for use by RHP before it adopted the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 6:

All documents that constitute or refer or relate to any applications or registrations or attempts to register any of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules. Notwithstanding and subject to the objections, relevant documents to establish RHP's standing to bring this cancellation action are produced herewith.

REQUEST FOR PRODUCTION NO. 7:

All documents that constitute or refer, relate, or pertain to any and all marks used by RHP in connection with any of the products identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 8:

All documents that constitute or refer, relate, or pertain to domain names owned by RHP in connection with any of the marks identified in response to Interrogatory No. 1 or the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 9:

All documents that identify the rehabilitation related medical services, including but not limited to "[e]xtended acute care hospitalization services and skilled nursing facility providing

inpatient and outpatient care consisting of treatment programs following a major illness, trauma, or surgery," offered by RHP within the past five (5) years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 10:

All documents that identify the services you provide in connection with the designation RELIANT REHABILITATION HOSPITAL.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 11:

All documents that constitute or refer, relate, or pertain to advertising for any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 12:

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL anywhere by you.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 13:

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL by you in interstate commerce.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 14:

All documents that constitute or refer, relate, or pertain to the first use of RELIANT REHABILITATION HOSPITAL at each of the physical locations in the United States where you provide any of the services identified in response to Interrogatory No. 4.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 15:

All documents that constitute or refer, relate, or pertain to indemnification or allocation of responsibility for accepting or defending against liability for mark infringement from among the natural and juridical persons covered under the definition above of "you."

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 16:

All documents that refer or relate to any efforts by RHP to oppose any application and/or to cancel any registration for a mark based in whole or in part on RHP's marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 17:

All documents and things that refer or relate to the use of the marks identified in response to Interrogatory No.1 by RHP in connection with a commercial transaction.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 18:

All documents that indicate the volume of services sold over the last five (5) years and projected to be sold by RHP under the marks identified in response to Interrogatory No. 1 on an annual basis.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 19:

All documents that identify the expenditures incurred and projected expenditures by RHP in connection with the advertising and/or promotion of services bearing the marks identified in response to Interrogatory No. 1 on an annual basis for the last five (5) years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 20:

Specimens of all advertising for RHP's services marketed under the marks identified in response to Interrogatory No. 1, including but not limited to copies or photographs of all signage.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 21:

All documents and things that refer or relate to any search or investigation performed or opinion given, by or for RHP, for the purpose of determining whether the marks identified in response to Interrogatory No. 1 might infringe or cause a likelihood of confusion with any other mark, including but not limited to the RELIANT REHABILITATION mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 22:

All documents and things that refer or relate to and/or constitute any investigation, study, survey, and/or poll conducted by or on behalf of RHP concerning any matter relating to the likelihood of confusion between the marks identified in response to Interrogatory No. 1 and any other mark, including but not limited to the RELIANT REHABILITATION mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 23:

All documents that refer or relate to conflicts or potential conflicts between RHP's use of the marks identified in response to Interrogatory No. 1 and any other person's use of a mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 24:

All documents and things that constitute or relate or refer to any protest, challenge, objection, complaint, litigation, proceeding, or controversy relating or referring to the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 25:

All documents and things that refer or relate to development, testing, opinions, investigations, surveys, interviews, polls, market research, studies, forecasts, tests, or other research related to RHP services sold under the marks identified in response to Interrogatory No.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 26:

All documents that relate or refer to actual or perceived defects, negative comments, or complaints in connection with services sold by RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 27:

All expert reports related to the marks identified in response to Interrogatory No. 1, including without limitation all draft reports, documents sent to or received from any expert, and all documents relied upon by any expert.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 28:

All documents and things that refer or relate to any marketing strategies or policies adopted or considered by RHP in connection with the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 29:

All documents that refer or relate to any instructions provided by RHP either internally and/or to third parties regarding the selection and/or creation of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 30:

All documents that refer or relate to and/or constitute source material used by or on behalf of RHP in connection with the selection and/or creation of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 31:

All documents that refer or relate to and/or constitute promotional literature, brochures, leaflets, point of sale displays, stationery, invoices, order forms, letterheads, business cards, price lists, catalogues, or the like prepared by or on behalf of and/or used by RHP which display the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 32:

All documents that refer or relate to any promotional activities engaged in by RHP related to any service that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 33:

All documents that refer or relate to the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 34:

All documents that refer or relate to and/or constitute invoices, purchase orders or other contracts for the sale of services which RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 35:

All documents that refer to the pricing for the services that RHP markets under the marks identified in response to Interrogatory No 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 36:

All documents that refer or relate to meetings, dealings, and/or correspondence between RHP and any other person regarding the sale, marketing, and/or use of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 37:

All documents that refer or relate to the chain of title of the marks identified in response to Interrogatory No. 1, including without limitation any assignments and licensing agreements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 38:

All documents sufficient to identify and describe each and every different service marketed by RHP within the last five (5) years, including but not limited to documents evidencing the name and/or mark, advertising and service description for each such service.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 39:

For each different service identified by your response to Interrogatory No. 4, all documents that identify or refer or relate to the channels of distribution used by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 40:

For each different service identified by your response to Interrogatory No. 4, all documents that identify or refer or relate to the methods of advertising and/or promotion used by or on behalf of RHP.

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 41:

All documents that constitute or refer, relate, or pertain to RHP's awareness, prior to its adoption of any of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential, and further on the grounds that the Request is nonsensical.

REQUEST FOR PRODUCTION NO. 42:

All documents that refer or relate to and/or discuss use of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 43:

All documents that constitute or refer or relate to the distribution and sale of the services that RHP markets under the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 44:

All documents that constitute or refer or relate to any coexistence agreement within the last five (5) years between RHP and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 45:

All documents that constitute or refer or relate to any licensing agreement in effect within the last five (5) years between natural or juridical persons falling under the definition above of "you" or between you and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 46:

All documents that constitute or refer or relate to any settlement agreement in effect within the last five (5) years between natural or juridical persons falling under the definition above of "you" or between you and any third party related to the use of a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 47:

All documents that constitute or refer or relate to any opposition or cancellation action in which RHP was a party and which involved a mark containing "RELIANT" as a component.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential. Notwithstanding and subject to these objections, RHP states that none, other than this action.

REQUEST FOR PRODUCTION NO. 48:

All documents that constitute or refer, relate, or pertain to any surveys or studies done by or on behalf of RHP concerning the customer base for services bearing the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

REQUEST FOR PRODUCTION NO. 49:

All documents that constitute or refer, relate, or pertain to Internet use of the marks identified in response to Interrogatory No. 1.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad and Beyond Rules.

REQUEST FOR PRODUCTION NO. 50:

All documents that constitute or refer, relate, or pertain to every instance within the last five (5) years where RHP has been a party to or otherwise participated in any litigation or administrative proceeding (other than the present litigation) involving claims of mark infringement or likelihood of confusion, including but not limited to identifying the date on which each such litigation or proceeding was commenced; all of the parties involved in each such litigation or proceeding; the court, board, or agency involved in each such litigation or proceeding; the title and docket number of each such litigation or proceeding; and the final resolution or status of each pending litigation or proceeding.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50:

RHP objects on the grounds of Privilege, Irrelevant, Time Period, Beyond Scope, Vague, Overbroad, Beyond Rules and Confidential.

Dated: April 30, 2010

Respectfully submitted,

/Deborah A. Wilcox/
Deborah A. Wilcox
Baker & Hostetler LLP
3200 PNC Building
1900 E. 9th St.
Cleveland, OH 44114
Phone: 216-621-0200
Fax: 216-696-0740
Attorney for Petitioner

CERTIFICATE OF SERVICE

The undersigned hereby does certify that a true copy of the foregoing was served this 30th day of April, 2010, by electronic message, with prior consent, on the following:

David W. Nance
D.W. Nance, LLC
5700 Magazine Street
New Orleans, LA 70115
phone: 504-717-4730
fax: 888-698-7007
email: david@dwnance.com
Attorney for Registrant

/Deborah A. Wilcox/

Deborah A. Wilcox
Attorney for Petitioner

11/18/2005 11:06 9795788069

PAGE 03/48



November 8, 2005

Dear Pat Hogan,

We are very pleased to confirm our offer of employment with Reliant Rehabilitation for the position of Rehab Director – Full-Time with an annual salary of \$62,400.00 effective December 1, 2005. At Reliant Rehabilitation we are very “*Team*” oriented and are excited when new quality candidates join our team.

Please complete the information in the enclosed new hire packet and return it along with the items on the new employee checklist. This information will need to be returned before you can begin working with Reliant Rehabilitation. You will need to initial, sign and return one copy of this offer letter; the other copy is for your records.

Please be prepared to provide acceptable documents establishing both your identity and employment eligibility in the United States. As required by federal law, your employment is contingent upon establishment of your eligibility to work within three business days of your start date

Your employment relationship with Reliant Rehabilitation is at will. Either you or Reliant Rehabilitation may terminate that relationship for any reason at any time. In addition, working hours and schedules, facility assignments, compensation arrangements and other terms and conditions of employment may be modified at any time by mutual agreement. You and Reliant Rehabilitation hereby acknowledge that no express or implied promise has been made of continued employment for any period or subject to any specific terms. You and Reliant Rehabilitation further agree that the at will nature of employment relationship may not be altered hereafter, except through a written agreement signed by you and an authorized officer of Reliant Rehabilitation.

 Initials



November 8, 2005

Dear Daphne Koerth,

We are very pleased to confirm our offer of employment with Reliant Rehabilitation for the position of Rehab Director/Physical Therapist Assistant – Full-Time with an annual salary of \$58,400.00 effective December 1, 2005. At Reliant Rehabilitation we are very “*Team*” oriented and are excited when new quality candidates join our team.

Please complete the information in the enclosed new hire packet and return it along with the items on the new employee checklist. This information will need to be returned before you can begin working with Reliant Rehabilitation. You will need to initial, sign and return one copy of this offer letter; the other copy is for your records.

Please be prepared to provide acceptable documents establishing both your identity and employment eligibility in the United States. As required by federal law, your employment is contingent upon establishment of your eligibility to work within three business days of your start date

Your employment relationship with Reliant Rehabilitation is at will. Either you or Reliant Rehabilitation may terminate that relationship for any reason at any time. In addition, working hours and schedules, facility assignments, compensation arrangements and other terms and conditions of employment may be modified at any time by mutual agreement. You and Reliant Rehabilitation hereby acknowledge that no express or implied promise has been made of continued employment for any period or subject to any specific terms. You and Reliant Rehabilitation further agree that the at will nature of employment relationship may not be altered hereafter, except through a written agreement signed by you and an authorized officer of Reliant Rehabilitation.

DKK
DKK Initials

11/18/2005 11:06 9795788069

PAGE 29/48



November 8, 2005

Dear Faith Richardson,

We are very pleased to confirm our offer of employment with Reliant Rehabilitation for the position of COTA – Full-Time with an hourly rate of \$27.00 effective December 1, 2005. At Reliant Rehabilitation we are very "Team" oriented and are excited when new quality candidates join our team.

Please complete the information in the enclosed new hire packet and return it along with the items on the new employee checklist. This information will need to be returned before you can begin working with Reliant Rehabilitation. You will need to initial, sign and return one copy of this offer letter; the other copy is for your records.

Please be prepared to provide acceptable documents establishing both your identity and employment eligibility in the United States. As required by federal law, your employment is contingent upon establishment of your eligibility to work within three business days of your start date

Your employment relationship with Reliant Rehabilitation is at will. Either you or Reliant Rehabilitation may terminate that relationship for any reason at any time. In addition, working hours and schedules, facility assignments, compensation arrangements and other terms and conditions of employment may be modified at any time by mutual agreement. You and Reliant Rehabilitation hereby acknowledge that no express or implied promise has been made of continued employment for any period or subject to any specific terms. You and Reliant Rehabilitation further agree that the at will nature of employment relationship may not be altered hereafter, except through a written agreement signed by you and an authorized officer of Reliant Rehabilitation.

FR Initials